



PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Project No. W.000099

Document No.: W.00009 – G – 10731-R001

HNGPL Tender No.: - W.000099-G10731-R001

Haridwar Natural Gas Private Limited
Haridwar| INDIA

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27 November 2023

COMMERCIAL DOCUMENTATION

Commercial Volume I of II, Rev. A



TENDER DOCUMENT



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION SYSTEM FOR CS
3LPE COATED UNDERGROUND STEEL PIPELINES FOR
HARIDWAR GA**

TENDER DOCUMENT NO. - W.000099-G10731-R001

VOLUME I of II

2	27-11-2023	Issued for procurement	KRA	MCY	KNS
1	03-11-2023	Issued for procurement	KRA	MCY	KNS
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Rev	Date	Description	Prepared By	Checked By	Approved By



TENDER DOCUMENT



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INVITATION FOR BIDS



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION SYSTEM FOR CS
3LPE COATED UNDERGROUND STEEL PIPELINES FOR
HARIDWAR GA**

SECTION I

INVITATION FOR BIDS (IFB)

(Tender No. W.000099-G10731-R001)

	INVITATION FOR BIDS	
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SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: W.000099-G10731-R001

Date: 27.11.2023

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT NO. W.000099-G10731-R001 PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir/Madam,

1.0 **Haridwar Natural Gas Pvt. Ltd.** (CIN U40300UR2016PTC007004), a Joint venture company of Bharat Petroleum and Gail Gas having Operational & Marketing office at Haridwar Natural Gas Private Limited House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401 invites bids from bidders for the subject works/services, in complete accordance with the following details and enclosed Tender Documents

Tractebel Engineering Pvt. Ltd. (Tractebel) on behalf of HNGPL, invites bids through tendering on Domestic Competitive basis for Permanent Cathodic Protection in Haridwar GA under single stage two envelopes systems from contractors meeting the Bid Evaluation Criteria as defined in Section -II. Brief Scope of work is given below:

BRIEF SCOPE OF WORK:

The scope of work broadly consists **Soil resistivity and Pre-Engineering Survey, Design, detailed engineering, supply, Storage of materials at site, transportation within Project site, installation of anode-beds, transformer rectifier unit, junction boxes, cables, test station, Cathodic protection monitoring system etc. along with testing, quality assurance (QA), quality control (QC), inspection, AC / DC interference survey and mitigation, pre-commissioning and commissioning of the PCP system as per specification, Post commissioning surveys & Annual Maintenance Contract for Monitoring & Maintenance of Cathodic Protection (CP) System** complying to tender specifications as defined in the tender document.

Scope also include Submission and obtaining approval of all documents (vendor documents) related to procurement of items as defined in tender document.

For complete scope of work, all volumes of tender documents to be referred.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	As defined in Clause 1.0 above
(B)	TENDER NO. & DATE	W.000099-G10731-R001 Dated 27.11.2023



INVITATION FOR BIDS



(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>
(D)	TYPE OF TENDER	E-TENDER	<input type="checkbox"/>
		MANUAL	<input checked="" type="checkbox"/>
		(Tender No. W.000099 G10731 R001)	
(E)	COMPLETION/CONTRACT PERIOD	<p>(Haridwar GA)</p> <p>Overall Completion period : (2 + 3) =5 Years</p> <p>Overall Completion period for Supply, Installation, testing and commissioning of Permanent Cathodic Protection Works shall be twenty-four (24.0) months from the date of “Fax of Acceptance/Letter of Acceptance”.</p> <p>AC/DC Interference Study - 04 Months from the date of issue of Fax of Acceptance/Letter of Acceptance which is further described as below:</p> <p>i) Data Collection & Physical Survey – 03 months from the date of issue of Fax of Acceptance/Letter of Acceptance.</p> <p>ii) Data Interpretation and Proposition of mitigation measures with CDEGS or Elysca Software – 1 month from the date of completion of Physical Survey.</p> <p>&</p> <p>Overall duration for Annual Maintenance Contract for Monitoring & Maintenance of Cathodic Protection (CP) System shall be thirty-six (36.0) months from the date of Completion period for Supply, Installation, testing and commissioning of Permanent Cathodic Protection Works.</p>	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/>
		1. For EMD Value, Please refer Clause no. 1.7 of	



INVITATION FOR BIDS



		<p>Section-II.</p> <p>2. Refer clause no. 16 & 40 of ITB for further details. (Note: MSE bidders need to submit EMD/Bid Security as per relevant clauses of tender (cl. 16 of ITB, etc), failing which bid shall be treated as ‘Bid not accompanied with EMD’ and shall be rejected.)</p> <p>3. Declaration for bid security to be submitted as per Form F-22</p> <p>4. In case bidder is claiming exemption of EMD as per tender conditions, Form F-22 is needed to be submitted along with other relevant document.</p>
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 27.11.2023 (1400 Hrs., IST) to 28.12.2023 (1400Hrs., IST) on following websites:</p> <p>HNGPL’s Tender Website – http://www.hngpl.in</p>
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>Date : 06.12.2023 Time : 1100 Hrs Venue : Haridwar Natural Gas Pvt. Ltd, House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401</p> <p>e-mail : tenders@hngpl.co.in</p> <p>or</p> <p>Via video conferencing. Date : 06.12.2023 Time : 1100 Hrs</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 387 293 829 203 Passcode: XqJktN Download Teams Join on the web Join with a video conferencing device join@vc.engie.com Video Conference ID: 121 685 040 8 Alternate VTC instructions Learn More Meeting options</p> <p>Bidder is requested to submit Authorization letter (F-3) via e-mail: tenders@hngpl.co.in before 30 minute prior to start the meeting.</p>
(I)	DUE DATE & TIME OF BID-SUBMISSION	<p>Date : 28.12.2023 Time : on or before 1400 hrs</p>
(J)	DATE AND TIME OF UN-PRICED BID OPENING	<p>Date : 28.12.2023 Time : at 1500 hrs. Haridwar Natural Gas Pvt. Ltd, House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401</p>

	INVITATION FOR BIDS	
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		e-mail : tenders@hngpl.co.in
(K)	CONTACT DETAILS	Name: Harendra Kumar Gupta Haridwar Natural Gas Pvt. Ltd, House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401 E-mail : tenders@hngpl.co.in

In case of the days specified above happens to be a holiday in HNGPL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

4.0 In case of e-tendering(if applicable) , the following documents in addition to uploading in the bid on HNGPL's e-tendering website **shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided** the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS): -

The following documents **Shall be submitted in original (in physical form) within Bid Due Date & Time of Bid Submission:**

- i) **EMD/Bid Security (If Applicable)**
- ii) **Power of Attorney**
- iii) **Integrity Pact (If Applicable)**

Bidders to ensure that "Cut Out Slip" attached to IFB, must be pasted on outer envelope to ensure that above mentioned original documents reaches to concerned official before due date & time.

5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document **(VOID)**

12.0 HNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

13.0 Bids should be valid for Three (3) months from the schedule date of bid submission.

This is not an Order/Contract



INVITATION FOR BIDS



For & on behalf of
HNGPL Limited

(Authorized Signatory)
(Chief Executive Officer)



INVITATION FOR BIDS



"Cut Out Slip"

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : W.000099-G10731-R001 dated 27.11.2023
Description : PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA
Due Date & Time : 28.12.2023 till 1400 Hrs. (IST)

From:

To:

M/s
.....
.....
.....
.....

Haridwar Natural Gas Private Limited,
House No. 129, Behind Matrichaya Medical Centre, New
Haridwar Colony, Ranipur More, Haridwar, Uttarakhand,
India, 249401
E-mail : tenders@hngpl.co.in

(To be pasted on the envelope containing Physical documents in line with BDS clause no. 4 above)



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION SYSTEM FOR
CS 3LPE COATED UNDERGROUND STEEL PIPELINES
FOR HARIDWAR GA**

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1. BID EVALUATION CRITERIA

1.1 Technical Criteria

1.1.1 Pertaining PCP Works :

The Bidder for the proposed **Permanent Cathodic Protection work shall be an Indian registered company who on his own (Either as main Contractor or an authorized Subcontractor) should have completed and successfully commissioned “Detailed Engineering, Supply, Installation, Testing & Commissioning of Impressed Current Cathodic Protection System” for cross country (hydrocarbon) pipeline / CS pipeline for City Gas Distribution (CGD) network within last Seven (7) years ending on last day of the month previous to the one in which tender is invited as detailed hereunder.**

Project Site	Single Work Order Criterion
Haridwar GA	29 km pipeline length of minimum 4 inch Dia. having minimum 1 no. of impressed current CP Station

1.1.2 Note :

Backup Agency pertaining to “Detection & mitigation of DC interference and AC high induced voltage”

In case bidder on his own **does not possess adequate experience in “Detection & mitigation of AC/DC interference ”, bidder shall hire the services of backup agency with adequate experience in line with Tender Specifications.**

1.1.3 **Annual Maintenance Contract for Monitoring & Maintenance of Permanent Cathodic Protection (PCP) System**

Bidder should have completed/executed a single work order **for Monitoring/Maintenance of Permanent Cathodic Protection (PCP) system of cross country (hydrocarbon) pipeline / CS pipeline for City Gas Distribution (CGD) network** in last seven years reckoned from the bid due date.

Note to clause 1.1:

i) at single/Multiple locations through a Single Purchase order/Work order/LOA.

Or

at single/multiple locations through multiple Purchase orders/ Work orders/LOAs but through a single Tender / bidding process with the same Enquiry Document No. Cumulative value of such completed purchase orders / Work Orders / LOAs meeting definition of Similar Work, as submitted, shall be considered for the purpose of BQC Evaluation.

In case a Bidder submits PTR having job awarded for multiple Parts in single Work Order having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject BQC value-wise and with respect to Similar Work, the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User/PMC (who has been authorized by the Owner to issue such certificates) for that/those Part(s).

ii) A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender document. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

iii) Consortium/JV bids are not acceptable.

iv) **Eligibility Criteria in case bid is submitted on the basis of technical experience of Foreign base another company (Supporting Company) which holds more than fifty percent of the paid up share capital of the bidder company or vice - versa: (VOID)**

a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the documents i.e. Agreements/ Guarantees/ Undertakings along with the techno-commercial bid as defined in clause no. 1.5 below.

b) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency that specified in BEC shall be as follows:-

BEC (Technical) : Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/ contract submitted by bidder.

In case, the SBI selling rate is not available as on date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconvertor>

<https://economictimes.indiatimes.com/markets/forex/currency-convertor>

<https://www.oanda.com/currency/convertor>

c) The Financial BEC of tender is to be met by bidder on their own.

v) In case the bidder is executing a Rate Contract / Annual Rate Contract (ARC) of above similar work nature, which is still running, and the contract value executed ending on last day of the month previous to the one in which tender is invited as mentioned in the BQC-Technical, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / OWNER / PMC (who has been duly authorized by owner to issue such certificate) **engaged as EIC (Engineer-in-charge)** .

1.2 Financial Criteria

1.2.1 Annual Turnover Criteria

The minimum average annual turnover of the bidder as per their audited financial statements in the last three immediate preceding financial years shall be as INR 33.82 lakhs.

Project Site	Minimum Average Annual Turnover INR (In Lakhs)
Haridwar GA	33.82



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



1.2.2 Net worth Criteria

Networth of the Bidder should be positive as per immediate preceding financial year's audited financial results.

Project Site	Net Worth
Haridwar GA	Should be Positive

Calculation of Net Worth:

Net worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off.

Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. *Share Application Money pending allotment will be considered only in respect of share to be allotted. Accordingly, the definition of Net worth shall be as follows:

Sl. No.	Description	Amount (in INR)
1	Paid up share capital	XXXX
2	Add: Share Application Money pending allotment	XXXX
3	Add : Reserves (As defined Above)	XXXX
4	Less : Accumulated Losses	XXXX
5	Less : Deferred Revenue Expenditure to the extent not written off	XXXX
6	Net worth	XXXX

1.2.3 Working Capital Criteria

The minimum working capital of the bidder as per the audited financial statement of immediate preceding year shall be 6.76 lakhs.

Project Site	Working Capital INR (In Lakhs)
Haridwar GA	6.76

For Bidders falling under Proprietary / Partnership Firm :

Bidder shall furnish the detailed calculation of their working capital from audited report with clear bifurcation of current asset / current liabilities as per table below.

Bidder shall furnish the detailed calculation of their working capital from audited report with clear bifurcation of current asset / current liability;

Example for reference: Calculation of Working capital under heads of Audited report for Proprietary / Partnership Firm:

Add: Current Assets	Less: Current Liabilities
Inventories	Borrowings



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



Trade receivables	Trade payables
Cash and cash equivalents	Other Financial Liabilities
Bank balance	Provisions
Loan	Contract Liabilities
Other Financial assets	Other current liabilities
Contract Asset	
Other current assets	
Advance Tax and TDS	
Working capital : (Current Assets - Current Liabilities)	

Bidder to follow the prevailing accounting practice to derive the working capital. Any manipulation / misappropriation in calculation of working capital by bidder will lead to rejection of their bid. EMD / Bid securities shall be forfeited for such bidder. Owner reserves right to take necessary action on bidder under the provisions of tender.

Note:

1. **Inadequate Working Capital :** If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format F- 9 attached in "Forms & Formats" part of tender document.

Example:

If the WC required is Rs. 50 Crore and the Bidder has WC of Rs. 30 Crore as per the Audited Financial Statement, Bidder needs to submit a LOC for the balance Rs. 20 Crore. Further, if the Working Capital required is Rs. 50 Crore and the Bidder has WC of (-) Rs. 10 Crore as per the Audited Financial Statement, Bidder needs to submit LOC for Rs. 60 Crore to meet the BQC requirement.

2. In case audited balance sheets and profit and loss account for the immediately preceding financial year is not available for bid closing date up to 30th September, the Bidder has an option to submit the audited balance sheets and profit & loss account of the three previous years immediately prior to the last financial year. **However, for bid closing date after 30th September, the bidder has to compulsorily submit the audited balance sheets and profit and loss account for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria.** In any case the date (i.e., the financial period closing date) of the immediate previous year's audited annual accounts should not be older than eighteen (18) months from the scheduled bid due date.

Regarding declaration of the information that "Audited annual report of FY ending on 31.03.2023 is not available" a declaration letter issued from the authorized signatory not below the rank of CEO or CFO or Company Secretary or Statutory auditor of the Company confirming to this effect shall be submitted.

3. The audited financial statements for financial BQC qualification purpose, shall be reviewed in respect of financial BQC criteria in clause no. 1.2 above. However, in case any matter is referred in the "notes to accounts and schedules referred in balance sheet and profit & loss account" then, only qualified / adverse / disclaimer opinion in the statutory auditor's report, if any, having impact on bidder's financial statement shall be considered for evaluation.



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



4. In case the date of constitution / incorporation of the bidder is less than three (03) years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

However, Bidder has to provide applicable documents like Certificate of Commencement and Certificate of Incorporation to justify that the firm is less than three (03) years old.

5. In case where audited results for the last financial year (i.e. 31st March 2023) as on the date of submission of the tender is not available, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters subject to submission of a Certificate signed by CEO / CFO/Partner/Proprietor of the Bidder stating that the financial results of the last financial year of the Company / firm are under audit as on the date of submission of the bid.

- 1.3 Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from **End User/Owner/Authorized Consultant engaged as EIC (Engineer-in-charge)** by such bidder along with other specified documents.

- 1.4 **Relaxation of prior turnover and prior experience for startups (as defined in gazette notification no. D.I-33004/99 dated 18.02.2016 and 23.05.2017 of ministry of commerce and industry), as amended time to time: VOID**

Not applicable.

- 1.5 **Documents/Documentary Evidence** required to be provided by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause no.	Description	Documents required for qualification
1.1	Documents Required-Technical Criteria	
1.1.1 , 1.1.3 ,	Experience Criteria	<p>(a) Detailed work order along with Schedule of Rates.</p> <p>(b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) OR Execution certificate (issued by the end user/ owner/authorized consultant) engaged as EIC (Engineer-in-charge) in place of completion certificate for meeting the stipulated experience criteria.</p> <p>(c) For back up agency document such as work order, MOU, Agreement etc.</p> <p>(d) Associated Tax Invoices (if necessitated)</p> <p>Note:</p> <p>The completion certificates / execution certificates shall have details like work order no. / Date, brief scope of work, completion date etc.</p> <p>HNGPL also reserves the right to get the document submitted by the bidder verified/ confirmed by the issuing authority of these documents</p>



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



BEC Clause no.	Description	Documents required for qualification
1.1.1 , 1.1.3 ,	Additional documentation for qualification based on job completion by a bidder as an authorized sub-contractor by owner / PMC (who has been duly authorized by owner to issue such certificate) engaged as EIC (Engineer-in-charge)	<p>(a) Copies of Work Order/ Purchase Order along with SOR, associated Tax Invoices and completion certificate having details like work order no. /date, brief scope of work, executed value of job, completion date etc. issued by Main Contractor.</p> <p>(b) Copy of completion certificates from the Owner/PMC mentioning that the work has been executed by bidder as sub-contractor OR a copy of approval by Owner/PMC engaged as EIC (Engineer-in-charge) for engaging the bidder as sub-contractor in case the completion certificate issued by Main Contractor.</p> <p>Completion certificates should have details like work order no. /date, brief scope of work, ordered & executed all the details as per the requirement of technical BQC from the Owner / PMC (who has been duly authorized by owner to issue such certificate) engaged as EIC (Engineer-in-charge) / Main contractor's (as applicable).</p> <p>(c) Copy of TDS certificate/Tax Invoices has to be submitted in case of sub-contract work orders or in case where the tender issuing Authority specifically asks for the same. The said documents must be for the work executed between the periods indicated there only.</p>
1.1.1 , 1.1.3 ,	Experience- In case of rate contract / annual rate contract (ARC)	<p>(a) ARC details/work order along with Schedule of Rates.</p> <p>(b) Execution certificate issued should have details like ARC details /work order no., date, brief scope of work, Period of execution ordered & executed issued by end user / OWNER (or their consultant who has been duly authorized by OWNER to issue such certificate) with all the details as per the requirement of technical BQC.</p>
General		
Note (ii) to 1.1	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	<p>(a) Detailed work order along with Schedule of Rates.</p> <p>(b) Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.</p> <p>(c) Execution Certificate issued by the End User/ Owner/ Consultant to the owner, engaged as EIC (Engineer in-charge), for the execution of said works along with bid.</p>
Note (iv) to clause no. 1.1	Bids submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) VOID	<ol style="list-style-type: none"> 1. An Agreement (as per Form F-19) between the bidder and the supporting company. 2. Guarantee (as per Form F-20) by the supporting company to HNGPL for fulfilling the obligation under the Agreement.



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



BEC Clause no.	Description	Documents required for qualification
		<p>3. Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per Form F-21), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.</p> <p>In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.</p> <p>In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>4. Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by HNGPL due to non-performance of the bidding company.</p> <p>Note:</p> <ul style="list-style-type: none"> • <u>In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.</u> • <u>The Financial BEC of tender is to be met by bidder on their own.</u>
1.2	Documents Required-Financial Criteria	
1.2.1	Annual Turn-over	<p>a) Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid.</p> <p>b) Certificate from Chartered Accountant for details of financial capability (F-10).</p>
1.2.2	Net Worth	<p>a) Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of last Financial Year along with un-price</p>



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



BEC Clause no.	Description	Documents required for qualification
		<p>bid.</p> <p>b) Certificate from Chartered Accountant for details of financial capability (F-10).</p>
1.2.3	Working Capital	<p>a) Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report for the last audited Financial Year along with un-price bid.</p> <p>b) Certificate from Chartered Accountant for details of financial capability (F-10).</p> <p>If the bidder's working capital is negative or inadequate, the bidder should supplement this with a letter from the Bidder's bank [as per Format] having net worth not less than Rs.100 crores, confirming the availability of line of credit for the amount, irrespective of overall position of the working capital.</p> <p>(Refer format, F-9 for certificate from bank if bidder's working capital is inadequate).</p>
	For these financial documents, Bidder shall ensure that the certificate/ reports issued/ attested by practicing Chartered Accountant (CA) in India shall contain Unique Document Identification Number (UDIN) of the CA, without which these Certificates/reports shall not be considered for evaluation.	

1.6 Authentication of Documents to be submitted in support of BEC

1.6.1 All the documents furnished by bidder in support of meeting the technical and financial criteria as above shall be :

Financial Criteria :

- “Details of financial capability of bidder “in prescribed format duly signed & stamped by a Chartered Accountant.
- Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.

Technical Criteria :

- duly certified/ attested by Chartered Engineer and notary public with legible stamp.

1.6.2 It is mandatory that all documents verified / attested by Statutory Auditor should have Unique Document Identification Number (UDIN) generated on the portal of ‘The Institute of Chartered Accountants of India’ (<https://udin.icai.org/>). **VOID**

1.6.3 In absence of requisite documents, HNGPL reserves the right to reject the bid without making any reference to the bidder.

All documents furnished by the bidder in support of meeting the Technical and Financial criteria of BQC shall be duly certified as stated above otherwise shall be liable for rejection.

1.7 BID SECURITY/ EMD



BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



All bids must be accompanied by an EMD / bid security. All bids submitted by Bidders, must be accompanied with EMD/ Bid Security amount-

Project Site	BID SECURITY / EMD INR (In Lakhs)
Haridwar GA	2.26

EMD in original shall be submitted in a sealed envelope titled **“EARNEST MONEY DEPOSIT FOR-“PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA.”**

2. EVALUATION METHODOLOGY

- 2.1.1 Techno-commercial evaluation shall be completed, identifying the bidders who are acceptable. The priced bids for such acceptable bidders shall be opened and shall be considered for evaluation.
- 2.2 The "Schedule of Rates" quoted for the complete/entire scope of work shall be taken up for evaluation, i.e. evaluation & comparison of bids on overall basis and subsequent award of Contract shall be on lowest techno-commercially acceptable bidder.
- 2.3 In case it is observed that any bidder has not quoted (left blank) for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- 2.4 If after evaluation, such bidder is found to be the lowest evaluated bidder, the rate for the missing item shall be considered as included in quoted bid price.
- 2.5 If the estimated price impact of the unquoted (left blank) items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 2.6 The evaluation of all techno-commercially-acceptable bids, to arrive at the lowest-evaluated bid, shall be carried out as under:
 - (a) Total quoted price, including Goods & Service Tax (GST).
 - (b) Purchase preference of PPP-2012 is not applicable for the instant tender & Purchase preference as per PPP-MII Policy shall be applicable considering Tendered work as Non split-able.**
 - (c) Loading on total quoted price shall be done taking into account Extended Stay Compensation charges including GST for 1/5th of the time schedule or 1 (one) month, whichever is less. In case of rates for schedule for extended stay is not enclosed or the prices are left blank, it will be considered that prices towards extended stay if any, are included in quoted price.
- 2.7 No uncalled for lump sum/percentage or adhoc reduction/increase in prices offered by a bidder after opening of bids shall be considered.
- 2.8 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices, etc.
- 2.9 If discounts and prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.
- 2.10 Start-up provision shall not be applicable in present tender.

3. BIDDING ENTITY

- 3.1 Bidding Entity - Sole Bidder [Individual, Proprietorship / Partnership / Company]



INSTRUCTIONS TO
BIDDER



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION SYSTEM FOR
CS 3LPE COATED UNDERGROUND STEEL PIPELINES
FOR HARIDWAR GA**

SECTION-III

INSTRUCTIONS TO BIDDERS

**[TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)]**



INSTRUCTIONS TO BIDDER



SECTION-III INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDER



INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1. SCOPE OF BID

- 1.1. The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer.
Employer/Owner/HNGPL occurring herein under shall be considered synonymous.
- 1.2. SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3. The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4. Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

- 2.1. The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2. The Bidder is not put on 'Holiday' by HNGPL/GAIL GAS/BPCL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid.

Further, neither bidder nor their allied agency/ agencies (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas.

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, offers submitted by such Bidder shall not be considered for opening/ evaluation/ award and will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract, the same has to be promptly informed to HNGPL by the Bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to HNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform HNGPL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4. Bidder shall not be affiliated with a firm or entity:

(i) That has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) That has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

- 2.5. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/JVs/Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.



INSTRUCTIONS TO BIDDER



2.6. Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7. **Power of Attorney**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(i) **In case of a Single Bidder,** the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partners or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(ii) **In case of a Consortium,** Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

Note: Non-Judicial Stamp Paper value Rs. 100/- or higher the value prevailing in the State where executed as per the Stamp Act, whichever is higher. (POA on stamp paper duly notarized).

3. **BID FROM "CONSORTIUM"/"JOINT VENTURE - VOID**

- 3.1. Bids from consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.
- 3.2. The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.
- 3.3. All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4. A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of HNGPL. If during the evaluation of bids, a Consortium /JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.



INSTRUCTIONS TO BIDDER



- 3.5. Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV shall be put on 'Holiday' by HNGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/ evaluation/Award.

4. ONE BID PER BIDDER

- 4.1. A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2. More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.3. Alternative Bids shall not be considered.
- 4.4. The provisions mentioned at Clause 4.1. and 4.2. shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, Document authentication charges, site visit charges and any associated charges including taxes & duties thereon. Further, HNGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6. SITE VISIT

- 6.1. The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
- 6.2. The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3. The Bidder shall not be entitled to hold any claim against HNGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – TENDER DOCUMENT

7. CONTENTS OF TENDER DOCUMENT

- 7.1. The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with "ITB: Clause- 9":

VOLUME I OF II

➤ Section-I : Invitation for Bid [IFB]



INSTRUCTIONS TO BIDDER



- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB]
Annexures
Forms & Formats**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section VI : Price Schedule/ Schedule of Rates

VOLUME II OF II: Technical Volume

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

**The subject tender is based on standard formats and applicability of some clauses may be seen in Annexure-IV i.e. BDS (Bidding Data Sheet).

- 7.2. The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The IFB together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF TENDER DOCUMENT

- 8.1. A prospective Bidder requiring any clarification(s) on the terms and conditions of the Tender Document may notify HNGPL in writing by email at HNGPL-mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. HNGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. HNGPL may respond in writing to the request for clarification. HNGPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on HNGPL's tendering Website / communicated to prospective bidders by e-mail.
- 8.2. Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

The Bidder shall submit their queries / clarifications to HNGPL in the format "F-12".

9. AMENDMENT OF TENDER DOCUMENT

- 9.1. At any time prior to the 'Bid Due Date ', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2. Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3. The Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the corrigendum issued thereof.

[C] – PREPARATION OF BID

10. LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and HNGPL shall be written in English language only.



INSTRUCTIONS TO BIDDER



In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

11.1. The Bid prepared by the Bidder shall comprise of the following components;

11.1.1. PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Techno- Commercial /Un-priced Bid shall consist the following

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (in summary sheet only).
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
- (h) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) Any other information/details required as per Tender Document
- (k) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB
- (l) All other forms and Formats including Annexures.
- (m) Integrity Pact as per Form F-14
- (n) Indemnity bond as per 'Form F-15'
- (o) Declaration against Bid security as per 'Form-22'
- (p) Declaration against Land border sharing as per 'Form-24'
- (q) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) as per clause no. 3 of ITB or as specified elsewhere in the Tender Document- Deleted. **VOID**
- (r) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page digitally/physically signed by the Authorized Signatory holding POA.
- (s) Additional document specified in BDS, SCC, and Scope of Supply or mentioned elsewhere in the Tender Document, it's Corrigendum/Amendment/Clarifications.
- (t) Bid form as per Form F-2
- (u) Proforma of "bank guarantee" for "contract performance security / security deposit" as per Form F-4.
- (v) Bidders experience as per Form F-7.
- (w) Check list as per Form F-8.
- (x) Format for certificate from bank, if bidder's working capital is inadequate as per Form F-9.
- (y) Format for chartered accountant certificate for financial capability of the bidder as per Form F-10.
- (z) Bidder's queries for pre bid meeting as per Form F-12.



INSTRUCTIONS TO BIDDER



- (aa) E-banking format as per Form F-13.
- (bb) Frequently asked questions (FAQS) as per Form F-16.
- (cc) Proforma for power of attorney as per Form F-17.
- (dd) Sample format of no claim certificate as per FORM F-18.
- (ee) Undertaking regarding submission of electronic invoice (e-invoice as per GST laws) as per FORM F-25.
- (ff) Undertaking regarding submission of contract performance security/ SD within stipulated timeline as per FORM F-26.
- (gg) Proforma of "bank guarantee" for "earnest money / bid security" as per FORM F-27A.
- (hh) Proforma of "letter of credit" for "earnest money / bid security" as per FORM F27B.
- (ii) Self- certification of BQC related documents & submission of TPIA verified documents as per FORM F-28. **VOID**
- (jj) Declaration by blacklisting / holiday listing as per FORM F-29.
- (kk) Undertaking for non-engagement of child labour as per FORM F-30.
- (ll) "no deviation" confirmation as per FORM F-31.
- (mm) Undertaking in support of not under liquidation as per FORM F-32.
- (nn) Declaration on proceedings under insolvency and bankruptcy code, 2016 as per FORM F-33.
- (oo) Certificate for Non-Involvement of Govt. of India as per FORM F-34
- (pp) Undertaking by bidder who Class-I Local Supplier/ Class-II Local Supplier towards mandatory minimum local content/ domestic value addition as per FORM F-35.
- (qq) Certificate by statutory auditor/cost auditor/ chartered accountant of bidder towards mandatory minimum local content/ domestic value addition – void as per FORM F-36.

Note: All the pages of the Bid must be signed by the “Authorized Signatory” of the Bidder as mentioned in POA submitted.

Should comprise all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond. However, bidders must send the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to **House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401** in a sealed envelope, super scribing the Tender details & number.

The Original Bid Security/ EMD must be submitted along with the bid on the date & time of bid submission, failing which the bid will be rejected. All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

11.1.2. PART-II: Price Bid

PRICE of the Bid shall contain one original copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing in the sealed envelope “ Price- Do Not Open” . In case of any correction, the bidder shall put his signature and his stamp.

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. HNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.



INSTRUCTIONS TO BIDDER



- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
 - iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
 - v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
 - vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- 11.2. In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the e-bid. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.
- 11.2.1. **Part I: “Techno Commercial / Un-priced Bid”** comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Power of Attorney and Integrity Pact should submit the original "Bid Security / EMD, Power of Attorney, Integrity Pact and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for).
- The Original Bid Security/ EMD must be submitted along with the bid on the date & time of bid submission, failing which the bid will be rejected.
- 11.2.2. **Part II: Price Bid**
- PRICE of the Bid shall contain one original copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing in the sealed envelope “ Price- Do Not Open” . In case of any correction, the bidder shall put his signature and his stamp.
- Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 herein above and (if applicable) to be uploaded in SOR attachment as per instructions provide in Annexure – III (Instructions for participating in E- Tender) of Tender Document and Ready Reckoner available on HNGPL’s E-Portal.
- I. Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents and uploaded only in “Step 3: SOR Attachment”. Submission of prices in Un priced bid shall lead to rejection of the bid. HNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
 - II. Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
 - III. If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.



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- IV. In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.
- V. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- VI. In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.



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- 11.2.3. In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12. SCHEDULE OF RATES / BID PRICES

- 12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.
- 12.2. Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4. All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Form F-5) and SOR.
- 12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7. Further, Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at the designated place in SOR.
- 12.8. The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude

13. GST (CGST & SGST/ UTGST or IGST)

- 13.1. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2. Quoted prices are inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- Payments to contractor for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, HNGPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.



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- 13.3. In case CBEC (Central Board of Excise and Customs)/ any tax authority / any equivalent government agency brings to the notice of HNGPL that the Contractor has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from HNGPL to the government exchequer, then, that Contactor shall be put under Holiday list of HNGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on HNGPL.
- 13.4. In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- Beyond the contract period, in case HNGPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.
- Beyond the contract period, in case HNGPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to HNGPL's account.
- Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.
- The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 13.5. Owner/HNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.
- The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).
- 13.6. HNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid.
- 13.7. In case HNGPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.
- Where HNGPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and HNGPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to HNGPL or ITC with respect to such payments is not available to HNGPL for any reason which is not attributable to HNGPL, then HNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by HNGPL to Contractor / Supplier.
- 13.8. Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable HNGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to HNGPL for any reason which is not attributable to HNGPL, then HNGPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by HNGPL to Supplier of Goods / Services.
- 13.9. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such



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vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL

13.10. Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

13.11. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL.

13.12. **GST (CGST & SGST/UTGST or IGST)** is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.13. The Contractor shall mention the particulars of HNGPL , (place specified in BDS) on the Invoice. Besides, if any other particulars of HNGPL are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

13.14. GST (CGST&SGST/ UTGST or IGST)

GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, HNGPL shall place orders.

13.15. Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.16. Provision w.r.t. E- Invoicing requirement as per GST laws

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by HNGPL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to HNGPL for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then HNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/ Consultant as per format enclosed at Form-25 along with documents for release of payment.



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14. BID CURRENCIES:

- 14.1. Rates offered are in Indian Rupees only.

15. BID VALIDITY

- 15.1. Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by HNGPL as 'non-responsive'.
- 15.2. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16. EARNEST MONEY DEPOSIT (EMD)

- 16.1. Bids must be accompanied with '**Earnest Money Deposit/ Bid Security**' in the form of '**Online Banking transaction**', '**Demand Draft**' or '**Banker's Cheque**' [in favour of Haridwar Natural Gas Pvt. Ltd., payable at the place as defined in BDS] or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in Form F-27A/27B of the bidding documents or) [in favour of Haridwar Natural Gas Pvt. Ltd.].

Please refer BDS for further details. Bidders shall ensure that 'Bid Security', **having a validity of at least 'two [02] months' beyond the validity of the bid**, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

To enable the bidders to utilize online transaction option, Bank details of HNGPL is as specified in Bid Data Sheet [BDS]. Bidder is required to upload the successful Transaction Details along with their e-bid. **In case of online transaction, submission of EMD in original is not applicable.**

- 16.2. **Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:**

- a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- e) In the case of a successful Bidder, if the Bidder fails to:
 - i. to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - ii. To furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - iii. To accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

- 16.3. The 'Bid Security' is required to protect HNGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.2".

- 16.4. HNGPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank.

However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] or its equivalent in foreign currency and a declaration to this effect should be made by such commercial Bank either



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in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- 16.5. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.4" may be rejected by HNGPL as non-responsive.
- 16.6. Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.7. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 36 & 37 of ITB.
- 16.8. The government departments/ PSUs are also exempted from the payment of Bid Security.
- 16.9. Declaration for Bid Security
Start-Ups (if applicable) and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-22.

17. PRE-BID MEETING

- 17.1. The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to HNGPL in the format "F-12", as mentioned at clause no. 8.0 of ITB.
- 17.3. The Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on HNGPL tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of a Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

- 18.1. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.
- 18.2. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.
- 18.3. In case of e-tendering(if applicable), digitally signed documents to be uploaded as detailed in addendum to ITB.

19. ZERO DEVIATION AND REJECTION CRITERIA

- 19.1. ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. HNGPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, HNGPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception(s). HNGPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.



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HNGPL reserves the right to raise technical and/or commercial query (ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame, then its Bid shall be evaluated based on the documents available in the Bid.

19.2. **Rejection Criteria:**

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit /Bid Security
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid
- (n) Submission of prices in un priced/technical Bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms & conditions of Tender Document.

20. **E- PAYMENT**

HNGPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible



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ID – **SUBMISSION OF BIDS**

21. SUBMISSION, SEALING AND MARKING OF BID

- 21.1. In case of e-tender (if applicable), bids shall be submitted through e-tender mode in the manner specified in Tender Document.
- 21.2. VOID
- 21.3. The Bid shall be addressed to the Purchaser at address specified in IFB.
- 21.4. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.
- 21.5. Bids shall be submitted on manual mode in the manner specified elsewhere in tender document. Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.6. Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per clause no. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.7. Bidders are required to submit original Bid Security/ EMD, Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS
- 21.8. All the bids shall be addressed to

CEO,

**Haridwar Natural Gas Pvt. Ltd
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401**



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22. DEADLINE FOR SUBMISSION OF BID

22.1. In case of e-tender (if applicable), the Bid must be uploaded on HNGPL's e-Portal not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.

22.2. **In case of manual tendering EMD along with bid must be submitted within the due date & time.**

22.3. HNGPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB.

In which case all rights and obligations of HNGPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of HNGPL/HNGPL's e-Portal and will be communicated to the prospective bidders.

23. LATE BID

23.1. Any bids received after the notified date and time of closing of tenders will be treated as late bids. Bidders must ensure submission of bids within the Due Date and Time of Bid Submission and no bids can be submitted thereafter.

23.2. In case of e-tendering(if applicable), e-tendering system of HNGPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by HNGPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

23.3. Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24. MODIFICATION AND WITHDRAWAL OF BID

24.1. Modification and withdrawal of bid shall be as follows: -

24.1.1. IN CASE OF E- TENDERING (If Applicable)

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission as per tender document.

24.1.2. IN CASE OF MANUAL TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by HNGPL prior to the deadline for submission of bid.

24.2. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION".

In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number.."/ communication regarding withdrawal of bid with "Tender Document number:" / must reach concerned dealing official of HNGPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3. Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.

24.4. The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.



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- 24.5. In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD paid by the Bidder and such bidder s shall be debarred from participation in re-tendering of the same job (s)/item (s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

HNGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for HNGPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which HNGPL shall respond quickly.

[E] BID OPENING AND EVALUATION:

26. BID OPENING

26.1. Un-priced Bid Opening:

HNGPL will open bids, in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders' representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2. Priced Bid Opening:

- 26.2.1. HNGPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

- 26.2.2. The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

- 26.3. In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

- 26.4. Wherever Reverse Auction is applicable, price bids of techno-commercially acceptable bidders shall not be opened publicly.

27. CONFIDENTIALITY

- 27.1. **During Bid Process :** Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

- 27.2. **Post Award of Contract:** The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28. CONTACTING THE PURCHASER

- 28.1. From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

- 28.2. Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per the HNGPL's procedure in this regard.



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29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1. The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid: -
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD;
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2. A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below: -
- (a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - (b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 29.3. A material deviation, reservation or omission is one that,
- (a) If accepted would,
 - i) Affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4. The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5. If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30. CORRECTION OF ERRORS

- 30.1. Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
 - ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
 - iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes .
 - iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
- 30.2. The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.



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31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32. EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document.

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order / LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33. COMPENSATION FOR EXTENDED STAY - VOID

33.1. In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2. The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34. PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 as per clause no.59. Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid.

However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid.

[F] – AWARD OF CONTRACT

35. AWARD

Subject to "ITB: Clause-29", HNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

"HNGPL intent to place the order/contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

36.1. Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by HNGPL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on HNGPL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter



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incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. HNGPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

- 36.2. Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", HNGPL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

- 36.3. The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.4. HNGPL may issue digitally signed Contract (s) / Letter of Acceptance (s) to successful bidders through online system. In that case, as a token of acceptance of the same, successful bidder (s) shall be required to submit digitally signed contract (s) / Letter of Acceptance (s), through online system only. In such scenario, Contract (s) / Letter of Acceptance (s) shall not be issued in physical form.

37. SIGNING OF AGREEMENT

- 37.1. HNGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to HNGPL.
- 37.2. The successful Bidder/Contractor shall be required to execute an 'Agreement' in the Proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1. Within 30 days of the receipt of the notification of award/ FOA from HNGPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

The successful bidder has the option to submit CPG/SD as per the following details:

i) Procurement of materials (Non-ARC case)

SD/CPBG @ 10% of Annualized Total Order/ Contract Value within 30 days of FOA/ notification of award.

ii) Annual Rate Contracts for materials (ARC case) VOID

SD/CPBG @ 3% of Annualized Order / Contract value within 30 days of FOA/ notification of award.

- 38.2. The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by Purchaser as per provision of contract.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its



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letterhead. This bank guarantee shall be valid for a period as three months beyond the Defect Liability Period specified in Tender Document.

- 38.3. Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4. The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.5. Further, the bidder can submit CPBG on line through issuing bank to HNGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by HNGPL.
- 38.6. In addition to the existing specified form (i.e., Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee/ Letter of credit) mentioned for submission of security Deposit/CPBG, the successful bidder can also submit the Security Deposit/CPBG through online banking transaction, i.e. IMPS/NEFT/RTGS, etc.

For this purpose, the details of HNGPL’s Bank account are under:

Bank Name	HDFC Bank Ltd
Bank Account No.	5750000040536
IFSC CODE	HDFC0004713

While remitting the bidder must indicate “Security Deposit/Contract Performance Guarantee against FOA/ DLOA/PO No. _____ (Contractor/vendor to specify FOA/ DLOA/PO No.)” under remarks column of respective bank portal. The contractor / vendor shall be required to submit the transaction details to the dealing officer immediately and necessarily within 30 days from the date of fax of Acceptance.

- 38.7. In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by HNGPL. The forfeiture amount will be subject to final decision of HNGPL based on other terms and conditions of order/ contract.
- 38.8. The CPS shall be denominated in the currency of the Contract.
- 38.9. CPBG/ Security Deposit will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the supplier/ contractor/ service provider.

39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/ COERCIVE PRACTICES

39.1. Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2. Fraud Prevention Policy:

- i. The Fraud Prevention Policy document is available on HNGPL’s website (<http://www.hngpl.in/>)

39.3. NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in HNGPL’s “Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices” (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by HNGPL, to such Bidder/Supplier.



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The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by HNGPL, such decision of HNGPL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)

40.1. Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). Being works tender, only following provisions related to the policy shall be applicable for this tender:

40.2. VOID

40.3. If against an order placed by HNGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.2 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.4. VOID

40.5. NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.6. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. HNGPL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

40.7. Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

41. AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) Rate of the item, which shall be derived as follows:

- a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).



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- b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42. **VENDOR PERFORMANCE EVALUATION**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. **INCOME TAX & CORPORATE TAX**

- 43.1. Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2. Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3. TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4. **MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

44. **SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45. **DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)**

45.1. **CONCILIATION**

Haridwar Natural Gas Pvt. Ltd. has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on HNGPL's web site <http://www.hngpl.in/> for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.



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Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules 3.0

In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

Conciliation proceedings commence when the other Party (ies) accept (s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject (s) the invitation, there will be no conciliation proceedings.

If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.

The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and HNGPL Conciliation Rules, 2013.

It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

45.2. **ARBITRATION (Refer GCC)**

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 45.2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 45.2.1 below or Institutionalized Arbitration as provided at Clause 45.2.2 below, the remaining clauses from 45.2.3 to 45.2.7 shall apply to both Ad-hoc and Institutional Arbitration: -

- 45.2.1. On invocation of the Arbitration clause by either party, HNGPL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)' to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from HNGPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and HNGPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of HNGPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".

OR

- 45.2.2. If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the



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Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 45.2.3. The cost of arbitration proceedings shall be shared equally by the parties.
- 45.2.4. The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 45.2.5. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 45.2.6. List of Excepted matters:
- Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/HNGPL has been made final and binding in terms of the Contract.
- 45.2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores: - Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Uttarakhand.

45.3. **GOVERNING LAW AND JURISDICTION:**

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Haridwar-Uttarakhand. for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

46. **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

HNGPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47. **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.



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48. UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY GOVT. OF INDIA, DURING THE CONTRACT PERIOD

Unless otherwise specifically mentioned in the Special Condition in the Contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the Contract Period.

49. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

50. QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY REFER BDS)-VOID

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, HNGPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

51. PROVISIONS FOR STARTUP [APPLICABLE FOR INDIAN BIDDERS ONLY] (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) - VOID

Deleted.

52. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, HNGPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor’s invoice, to avoid delay in delivery/collection of material.”

In case any financial implication arises on HNGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. HNGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by HNGPL in future to the Supplier/Contractor under this contract or under any other contract.

53. DISPUTES BETWEEN CPSE’S/GOVERNMENT DEPARTMENT’S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken



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up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

54. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

55. PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of creditor in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

- i) "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- ii) "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iii) "Beneficial owner" for the purpose of above (4) will be as under:
- iv) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.



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Explanation—

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- v) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- vi) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- a. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - b. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
3. “Agent” for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

4. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-24.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per “Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices” of tender document.

- vii) The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

viii) PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder.

56. POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) - VOID

This tender is for Works contract. A Work Contract is an indivisible contract which involves not just the supply of goods but also the provision of labour and service.

The stated policy is applicable for this tender. Further details refer Format F-23 of Forms and Formats. Bidders must go through the same and submit their bid accordingly.

57. PROVISION W.R.T TCS ON SALE OF GOODS UNDER SECTION 206C(1H) VOID



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As per section 206C (1H) of the Income tax act, 1961 inserted by finance act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined (presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/ collection of consideration from HNGPL.

HNGPL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to HNGPL.

58. RECIPROCITY CLAUSE

- I. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

- II. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

59. POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 DEFINITIONS: -



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- (i) Local Content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

- (ii) **‘Class-I local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

‘Non - Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

- (iii) L1 mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

- (iv) Margin of Purchase Preference: means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

- (v) Nodal Ministry means the Ministry of Petroleum & Natural Gas

- (vi) Procuring Entity means Haridwar Natural Gas Pvt. Ltd.(HNGPL)

- (vii) Works means all the works as per Rule 130 of GFR-2017 also include ‘turnkey works’

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 ELIGIBILITY OF ‘CLASS-I LOCAL SUPPLIER’/ ‘CLASS-II LOCAL SUPPLIER’/ ‘NON-LOCAL SUPPLIERS’ FOR DIFFERENT TYPES OF PROCUREMENT

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only ‘Class-I local supplier’ and ‘Class-II local supplier’, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding ‘Non local suppliers' shall also be eligible to bid along with ‘Class-I local suppliers' and ‘Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.



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6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- (d) Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified



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bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class- I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- (a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide self- certification (as per proforma at Form-F35) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- (b) In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form F-35 'Class- I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form F-36.
- (c) In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- (d) Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with HNGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- (e) In case of false declarations, HNGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per HNGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- (f) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below



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- (g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member- Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above” as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is “MSE Class-I local supplier” - Contract is awarded to L-1.
 - (ii) L-1 is not “MSE Class-I local supplier” but the “MSE Class-I local supplier” falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting “MSE Class-I local supplier”. If lowest quoting “MSE Class-I local supplier” does not accept the L-1 rates, the next higher “MSE Class-I local supplier” falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is “MSE but non-Class-I local supplier” or “Non-MSE but Class-I local supplier” – Contract is awarded to L1.
 - B. L1 is “Non-MSE non-Class-I local supplier” - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only “MSE Class-I local supplier” are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.


(Kanwalpreet)
Director

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To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

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Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is “Non-MSE non-Class-I local supplier”)

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	“Non-MSE non- Class-I local supplier”
2.	B	110	L2	“Non-MSE but Class-I local supplier”
3.	C	112	L3	“MSE but non- Class-I local supplier”
4.	D	115	L4	“Non-MSE but Class-I local supplier”
5.	E	118	L5	“MSE but non- Class-I local supplier”
6.	F	120	L6	“MSE Class-I local supplier”

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder “E” and “F”, although MSEs, will not get purchase preference since their quoted rates don’t fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder “B” does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder “D”, may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder “A”, who is L-1 in the example.

ANNEXURE-I

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE
PRACTICES**

A. Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors of HNGPL.
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “CEO”.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
 - (d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - (e) All successor agency will also be considered as allied agency.
- A.9 “Investigating Agency” shall mean any department or unit of HNGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the HNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the

investigation; or by impeding HNGPL's rights of audit or access to information.

B. Actions against bidder(s) indulging in corrupt/fraudulent/collusive/coercive practice

B.1. Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with HNGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2. Irregularities noticed after award of contract

(i) During execution of contract:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with HNGPL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- i. Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- ii. Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of HNGPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, HNGPL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be as under.

S. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency confirms not being in holiday in HNGPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	06 Months
2	<p>Corrupt/Fraudulent (except mentioned sl. no.1 above) /Collusive/Coercive Practices</p>	01 year
2.1	<p>If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity</p>	2 years (in addition to the period already served)
3	<p>Indulged in unauthorized disposal of materials provided by HNGPL</p>	2 years
4	<p>If act of vendor/ contractor is a threat to the National Security</p>	2 years

C. Effect of banning on other ongoing contracts/ tenders

- C.1. If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2. However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3. If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. . In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that

- (i) The agency is put on suspension list and
- (ii) why action should not be taken for banning the agency for future business from HNGPL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on

Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that

(i) neither the bidder themselves nor their allied agency/(ies) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas and

(ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate-Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

F. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

ANNEXURE-II

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period.

For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with HNGPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating DataSheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response

of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer- in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of HNGPL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants :

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in- charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where Performance rating is “POOR”: (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

 1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - a) First Instance: Holiday (Red Card) for One Year
 - b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years
 2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
 - b) Second such instance in other ongoing order (s)/ contract (s) or new order

(s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year

- c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

- a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non- performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
- c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.

(C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer- In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by EIC:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

 1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - a) First Instance: Holiday (Red Card) for One Year
 - b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years
 2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

- a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
- b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year
- c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

- a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
- c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.

C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/Supplier /Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/

contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3 Effect on other ongoing tendering:

- 7.3.1** After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2** After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3** after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to HNGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors of HNGPL.

11.0 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card

- 12.0 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of HNGPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then, that Supplier shall be put under Holiday list of HNGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on HNGPL.**

HNGPL**PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub- vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name: Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: **40 marks**

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger integration and safety of the system	Failure of severe nature system- Moderate nature of- low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks

ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

HNGPL PERFORMANCE RATING DATA SHEET
(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/
Contractor/ Consultant :
- vi) Contracted delivery/
Completion Schedule :
- vii) Actual delivery/
Completion date :

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions (**)
Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks

ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B. FOR SUPPLIES		
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



INSTRUCTIONS TO BIDDERS
(ITB)



ANNEXURE-III
ADDENDUM TO INSTRUCTIONS TO
BIDDERS (INSTRUCTION FOR
PARTICIPATION IN E-TENDER) (VOID)



INSTRUCTIONS TO BIDDERS
(ITB)



ANNEXURE-IV
BIDDING DATA SHEET (BDS)
ITB TO BE READ IN CONJUNCTION WITH THE
FOLLOWING:



INSTRUCTIONS TO BIDDERS (ITB)



A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : W.000099-G10731-R001				
1.1	The Employer/Owner is: Haridwar Natural Gas Pvt. Ltd.				
2.1	The name of the Works/Services to be performed is: PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA				
3.0	Bid from a Joint Venture/Consortium <table border="1" style="margin-left: 20px; width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: Haridwar Natural Gas Pvt Ltd, House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401 E-mail : tenders@hngpl.co.in Websites: http://www.hngpl.in/				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1	The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents as defined in SCC.				
12	Additional Provision for Schedule of Rates are as under: NIL				



**INSTRUCTIONS TO BIDDERS
(ITB)**



12 & 13	<p>Whether HNGPL will be able to avail input tax credit</p> <table border="1" data-bbox="443 394 1122 541"> <tr> <td data-bbox="443 394 800 468">YES</td> <td data-bbox="808 394 1122 468"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="443 468 800 541">NO</td> <td data-bbox="808 468 1122 541"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>								
YES	<input type="checkbox"/>												
NO	<input checked="" type="checkbox"/>												
14	The currency of the Bid is INR												
15	The bid validity period shall be Three (3) months from final 'Bid Due Date'.												
16.1	<p>Applicability of EMD/ Bid Security</p> <table border="1" data-bbox="443 926 1118 1066"> <tr> <td data-bbox="443 926 800 999">APPLICABLE</td> <td data-bbox="808 926 1118 999"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="443 999 800 1066">NOT APPLICABLE</td> <td data-bbox="808 999 1118 1066"><input type="checkbox"/></td> </tr> </table> <p>In case 'Earnest Money Deposit/ Bid Security' is in the form of “Bank Guarantee” or 'Demand Draft (DD)' or 'Banker's Cheque' or “Letter of Credit” or “Online Banking Transaction”. In case of DD or BC, the same should be in favour of Haridwar Natural Gas Pvt. Limited , payable at Haridwar.</p> <table border="1" data-bbox="418 1318 1354 1606"> <tr> <td colspan="2" data-bbox="418 1318 1354 1381"> <ul style="list-style-type: none"> For online transactions, the following HNGPL bank details to be used : </td> </tr> <tr> <td data-bbox="418 1381 646 1444">Bank Name</td> <td data-bbox="646 1381 1354 1444">HDFC Bank Ltd</td> </tr> <tr> <td data-bbox="418 1444 646 1549">Bank Account No.</td> <td data-bbox="646 1444 1354 1549">57500000040536</td> </tr> <tr> <td data-bbox="418 1549 646 1606">IFSC CODE</td> <td data-bbox="646 1549 1354 1606">HDFC0004713</td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>	<ul style="list-style-type: none"> For online transactions, the following HNGPL bank details to be used : 		Bank Name	HDFC Bank Ltd	Bank Account No.	57500000040536	IFSC CODE	HDFC0004713
APPLICABLE	<input checked="" type="checkbox"/>												
NOT APPLICABLE	<input type="checkbox"/>												
<ul style="list-style-type: none"> For online transactions, the following HNGPL bank details to be used : 													
Bank Name	HDFC Bank Ltd												
Bank Account No.	57500000040536												
IFSC CODE	HDFC0004713												



INSTRUCTIONS TO BIDDERS (ITB)



17	<p>Date, Time and Venue of Pre-Bid meeting</p> <p>Date: 06.12.2023 Time: 11:00 Hrs Haridwar Natural Gas Pvt. Ltd., House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401</p> <p>or</p> <p>Via video conferencing. Date : 06.12.2023 Time : 1100 Hrs</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 387 293 829 203 Passcode: XqJktN Download Teams Join on the web Join with a video conferencing device join@vc.engie.com Video Conference ID: 121 685 040 8 Alternate VTC instructions Learn More Meeting options</p>
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The Tender No. of this bidding process is: (Tender No. W.000099-G10731-R001)
22.3 and 4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Haridwar Natural Gas Pvt Ltd, House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401 E-mail : tenders@hngpl.co.in



INSTRUCTIONS TO BIDDERS (ITB)



26	The bid opening shall take place at: Date: 28.12.2023 Time: 15:00 hours Haridwar Natural Gas Pvt. Ltd., House No. 129, Behind Matrichaya Medical Centre, New Haridwar Colony, Ranipur More, Haridwar, Uttarakhand, India, 249401				
23.1	Due Date and Time of Bid Submission : 28.12.2023 (14:00 hrs)				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II of Tender Document				
33	Compensation for Extended Stay: <table border="1" data-bbox="441 1104 1099 1295"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India of which stamp paper is required for Contract Agreement: Any where in India				



INSTRUCTIONS TO BIDDERS
(ITB)



38

Contract Performance Security/ Security Deposit

APPLICABLE	√
NOT APPLICABLE	*

The value/ amount of Contract Performance Security/ Security Deposit:

A For Complete scope of work: (Excluding Comprehensive monitoring & maintenance of Cathodic Protection (CP) system) :

SD / CPBG @ 10% of Annualized Order /Contract value within 30 days of FOA/notification of award

OR

Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill, subsequently from RA bills, till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order / Contract value.

Note to A:

- 1) The Annualized Order/ Contract value' referred above shall be 'Order/ Contract value' divided by 'ARC period'.
- 2) The Contract Performance Security/ Security Deposit shall be valid till completion of Warranty/ Guarantee period/Defect Liability period.

B For Comprehensive monitoring & maintenance of Cathodic Protection (CP) system):

SD/CPBG@10% of Annualized Order/ Contract value of 'Comprehensive monitoring & maintenance of Cathodic Protection (CP) system)' within 30 days of issuance of



INSTRUCTIONS TO BIDDERS (ITB)



release order for ‘Comprehensive monitoring & maintenance of Cathodic Protection (CP system).’

OR

Initial security deposit (ISD) @ 2.5% of Annualized Order/ Contract value of ‘Comprehensive monitoring & maintenance of Cathodic Protection (CP system)’ to be submitted within 30 days of issuance of release order for ‘Comprehensive monitoring & maintenance of Cathodic Protection (CP system)’ and deduction @ 7.5% of the invoice, subsequently from invoices, till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order/ Contract value of ‘Comprehensive monitoring & maintenance of Cathodic Protection (CP system).’

Note to B:

- 1) The Annualized Order/ Contract value of ‘Comprehensive monitoring & maintenance of Cathodic Protection (CP system)’ referred above shall be ‘Order/ Contract value of Comprehensive monitoring & maintenance of Cathodic Protection (CP system)’ divided by ‘CAMC period’.
- 2) The validity of submitted CPBG shall be till completion of ‘Comprehensive monitoring & maintenance of Cathodic Protection (CP system)’

Note to A & B:

CPBG against A. above (including money deducted from invoices, if any) shall be returned upon settlement of dues, if any, after expiry of claim period of the BG and submission of fresh CPBG as per B.

Bidder also has an option to submit amendment to CPBG already submitted (as per A. above) for reduction of the amount and extension of the validity, as per B.



INSTRUCTIONS TO BIDDERS (ITB)



41	Provision of AHR Item: <table border="1" data-bbox="443 394 1097 583"><tr><td data-bbox="443 394 776 489">APPLICABLE</td><td data-bbox="776 394 1097 489">√</td></tr><tr><td data-bbox="443 489 776 583">NOT APPLICABLE</td><td data-bbox="776 489 1097 583">✘</td></tr></table>	APPLICABLE	√	NOT APPLICABLE	✘
APPLICABLE	√				
NOT APPLICABLE	✘				
51	Provision for Startups <table border="1" data-bbox="443 682 1097 892"><tr><td data-bbox="443 682 776 777">APPLICABLE</td><td data-bbox="776 682 1097 777">✘</td></tr><tr><td data-bbox="443 777 776 892">NOT APPLICABLE</td><td data-bbox="776 777 1097 892">√</td></tr></table>	APPLICABLE	✘	NOT APPLICABLE	√
APPLICABLE	✘				
NOT APPLICABLE	√				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1" data-bbox="443 991 1097 1180"><tr><td data-bbox="443 991 776 1085">APPLICABLE</td><td data-bbox="776 991 1097 1085">✘</td></tr><tr><td data-bbox="443 1085 776 1180">NOT APPLICABLE</td><td data-bbox="776 1085 1097 1180">√</td></tr></table>	APPLICABLE	✘	NOT APPLICABLE	√
APPLICABLE	✘				
NOT APPLICABLE	√				
56	Whether tendered item is non-split able or non-divisible: <table border="1" data-bbox="443 1318 1097 1507"><tr><td data-bbox="443 1318 776 1413">YES</td><td data-bbox="776 1318 1097 1413">√</td></tr><tr><td data-bbox="443 1413 776 1507">NO</td><td data-bbox="776 1413 1097 1507">✘</td></tr></table>	YES	√	NO	✘
YES	√				
NO	✘				



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION SYSTEM FOR
CS 3LPE COATED UNDERGROUND STEEL PIPELINES
FOR HARIDWAR GA**

FORMS & FORMAT



FORMS & FORMATS



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-9	FORMAT FOR CERTIFICATE FROM BANK, IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT - VOID
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS (FAQs)
F-17	PROFORMA FOR POWER OF ATTORNEY
F-18	SAMPLE FORMAT OF NO CLAIM CERTIFICATE
F-19	FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED- VOID
F-20	GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR- VOID
F-20A	CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY- VOID
F-21	PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY- VOID
F-22	DECLARATION FOR BID SECURITY
F-23	POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)- VOID
F-24	LAND BORDER SHARING - UNDERTAKING ON LETTERHEAD
F-25	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-26	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIMELINE
F-27A	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-27B	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-28	SELF- CERTIFICATION OF BQC RELATED DOCUMENTS & SUBMISSION OF TPIA VERIFIED DOCUMENTS - VOID
F-29	DECLARATION BY BLACKLISTING / HOLIDAY LISTING
F-30	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
F-31	"NO DEVIATION" CONFIRMATION
F-32	UNDERTAKING IN SUPPORT OF NOT UNDER LIQUIDATION
F-33	DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016
F-34	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-35	UNDERTAKING BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION
F-36	CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION - VOID

**F – 1****BIDDER'S GENERAL INFORMATION**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.

House No. 129, Behind Matrichaya Medical Centre,

New Haridwar Colony, Ranipur More, Haridwar,

Uttarakhand, India, 249401

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
7	Address from where Goods/Services are to be dispatched/provided along with GST No. (In case supply of Goods/Services are from multiple location, addresses and GST No. of all such locations are to be provided.	City: District: State: PIN/ZIP:
8	Telephone number of address where order is to be placed	_____



FORMS & FORMATS



		(Country code) (Area code) (Telephone number)
9	E-mail address	
10	Mobile Number	
11	Website	
12	Fax number	<hr/> (Country code) (Area code) (Telephone number)
13	ISO Certification, if any	{If yes, please furnish details}
14	PAN No.	[Enclose copy of PAN Card]
15	GST No.	[Enclose copy of GST Certificate]
16	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
17	ESI code No.	[Enclose copy of relevant document]
18	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified in ITB)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
19	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
20	Bid Currency	INR
21	Banker's Name	
22	Branch	
23	Bank account number	
24	IFSC code	
25	Whether Bidder is Start-ups or not	NOT APPLICABLE
26	Offer No.	

Note: HNGPL intends to place the order/contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants order/contract at some other address or supply of Goods/Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.



FORMS & FORMATS



Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



F – 2

BID FORM

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of “ **(Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA** including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



F – 3

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: _____@_____

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: _____@_____

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



FORMS & FORMATS



Note: This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to HNGPL.



F - 4

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Performance Guarantee No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Haridwar Natural Gas Pvt. Ltd. having registered office at Haridwar Natural Gas Pvt. Ltd., COCO- CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Utrakhand, Sarai, Haridwar, Hardwar, Uttarakhand, India - 249404 (herein after called the "HNGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Haridwar Natural Gas Pvt. Ltd, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Haridwar Natural Gas Pvt. Ltd. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to HNGPL in such manner as HNGPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.



3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by HNGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by HNGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that HNGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that HNGPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by HNGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Haridwar-Uttarakhand.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,



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Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

**INSTRUCTIONS FOR FURNISHING****"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Haridwar.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
4. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax/ Phone from where the Bank Guarantee has been issued
5. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
6. Bidder can submit CPBG on line through issuing bank to Haridwar Natural Gas Pvt. Ltd. directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Haridwar Natural Gas Pvt. Ltd..

**F – 5****AGREED TERMS & CONDITIONS**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.

House No. 129, Behind Matrichaya Medical Centre,

New Haridwar Colony, Ranipur More, Haridwar,

Uttarakhand, India, 249401

Sub: _____

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-Priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: HNGPL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
4.3	We hereby confirm that the quoted prices is in compliance	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ HNGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	<p>Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.</p> <p>* It shall be the sole responsibility of the bidder to inform HNGPL about the changes that may occur in the stated declaration during the course of finalization of the tender.</p>	
21	Confirm that any correction in documents submitted in the Un- priced part has been initialled and with digital/physical signatures of the authorized person	CONFIRMED
22	Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.	
23	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to HNGPL, but also for criminal proceedings under the relevant laws.	CONFIRMED
24	Confirm that scanned copy of the EMD / Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier	CONFIRMED
25	<p>Confirm that no Price disclosing files have been attached with unpriced/ technical bid.</p> <p>*In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.</p>	CONFIRMED
26	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in bid document.	CONFIRMED
27	Confirmation of acceptance of Tender document in Toto	CONFIRMED
28	Additional Document(s)/ Corrigendum (if any) if any	ACCEPTED
29	General /Special/ Technical terms & Conditions of Bid	ACCEPTED



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Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in HNGPL issued the tender, by filling up the Format)

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Sub: _____

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:



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Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



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BIDDER'S EXPERIENCE

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Sub-_____

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order <i>(Specify Currency Amount)</i>	Date of Commencement of Services	Scheduled Completion Time (Mon ths)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



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CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
i	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		

	FORMS & FORMATS	
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5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

[Signature of Authorized
Signatory of Bidder]

Place:

Name :

Designation :

Seal :

Date :



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F – 9

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER’S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank’s letter head)

Date:

Bidder’s Name: _____
Tender No.: _____

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Dear Sir,

This is to certify that M/s (Name of the bidder with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for HNGPL’s Tender no. Dated for (Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s (Name of the Bank with address) confirms availability of line of credit to M/s (Name of the bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp of Bank :

Registration No. :

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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s.....
(Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

****Refer Instructions***

Note:

- 1. It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies].**



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(Page 1 of 2)

2. We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
3. Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them.

Name of Audit Firm: [Signature of Authorized Signatory]
Chartered Accountant/CPA Name:
Date: Designation:
Seal:
Membership No.:
Unique Document Identification Number (UDIN):

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited financial statements.
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium amount , after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any , but does not include reserves created out of revaluation of assets ,write-back of depreciation and amalgamation.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

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F-11 VOID

**FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
CONSORTIUM/JV AGREEMENT**

DELETED



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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401
Sub-_____

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	HNGPL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

Place: _____ [Signature of Authorized Signatory of Bidder]
Rev.2 PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA



Date:

Name:

Designation:

Seal:



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E-Banking Mandate Form

(To be issued on vendor’s letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Haridwar Natural Gas Pvt. Ltd to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Haridwar Natural Gas Pvt. Ltd. Responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

	FORMS & FORMATS	TRACTEBEL 
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INTEGRITY PACT

(IP signed by HNGPL's executive shall be made part of tender document)

INTRODUCTION:

HNGPL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (HNGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption..

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

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ANNEXURE-1

Bidder is required to sign the Integrity Pact with HNGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with HNGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass HNGPL’s confidential information to any third party unless specifically authorized by HNGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any HNGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against HNGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the HNGPL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, HNGPL shall be entitled to terminate the Contract. Further, HNGPL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against HNGPL or its associates, HNGPL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same.

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by HNGPL, in terms of Integrity Pact(IP) which forms part of HNGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in HNGPL or directly with Vigilance office, Haridwar Natural Gas Pvt. Ltd., registered office at COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand, Sarai, Haridwar, Hardwar, Uttarakhand, India, 249404

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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between Haridwar Natural Gas Pvt. Ltd., a Government of India Public Sector, (here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i)** No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.



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- ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
 - 2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any

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information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.

iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or



credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any HNGPL's future contract/ tender processes **for a period specified in HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per HNGPL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.


Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.

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2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by HNGPL as per HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



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2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 6 to 8 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Remuneration payable to Monitor (s) shall be borne by Principal .
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.



11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the HNGPL.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Haridwar. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.



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(Name & Designation)

(Name & Designation)

For the Principal

For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----



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INDEMNITY BOND

WHEREAS HNGPL. (hereinafter referred to as “HNGPL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand, Sarai, Haridwar, Hardwar, Uttarakhand, India, 249404 has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

HNGPL has also advised the Contractor to execute an Indemnity Bond in general in favour of HNGPL indemnifying HNGPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of HNGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against HNGPL under or in relation to this contract. The Contractor undertakes to compensate and pay to HNGPL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by HNGPL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with HNGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of HNGPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which HNGPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of HNGPL are settled by the Contractor and/or HNGPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY:

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

1.

2.

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender? VOID	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on HNGPL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

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POWER OF ATTORNEY

(To be submitted on Non -Judicial stamp paper on Rs. 100/- or higher as per stamp duty act of respective state.)

Ref: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Name of Bidder: _____

“The undersigned _____ (Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ [name of authorized person/(s)] _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually) and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. _____ for.....(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by ax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

(*)In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

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**NO CLAIM CERTIFICATE
[On the Letter-head of Contractor]**

We, _____, a company incorporated under the laws of India/ a Consortium between * ___ and * ___ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of * ___ and * ___ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Haridwar Natural Gas Pvt. Ltd. in reference to Tender No. _____ dated _____ (“Contract”).

After completion of the above-said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the Contract is to a sum of Rs. _____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from Haridwar Natural Gas Pvt. Ltd.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. _____ and Haridwar Natural Gas Pvt. Ltd. under and with reference to said Contract stands fully and finally settled.

We further absolve Haridwar Natural Gas Pvt. Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of contractor

Dated :



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F-19 VOID

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY

(ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED)

This agreement made this ___ day of ___ month ___ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Haridwar Natural Gas Pvt. Ltd. (hereinafter referred to as HNGPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to HNGPL for the full scope of work as envisaged in the tender document as a main bidder and liaise HNGPL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the HNGPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to HNGPL including extension if any and till satisfactory performance of the contract, the same is awarded by HNGPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and HNGPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by HNGPL, however without prejudice to any rights that HNGPL might have against the Supporting Company

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- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to HNGPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)



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GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Haridwar Natural Gas Pvt. Ltd., a company duly registered under the law of India having its registered office at COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand, Sarai, Haridwar, Hardwar, Uttarakhand, India, 249404, and having Purchase center at hereinafter called “HNGPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS HNGPL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by HNGPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the HNGPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the HNGPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:



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1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the HNGPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the HNGPL and duly perform the obligations of the Bidder to the satisfaction of the HNGPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to HNGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between HNGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of HNGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by HNGPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards HNGPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and HNGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Haridwar, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to HNGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of HNGPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, HNGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of HNGPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor
OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to HNGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of HNGPL, the



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Bidder / Contractor has failed to perform its obligations under the contract in any manner, HNGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of HNGPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

- 10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____



FORMS & FORMATS



INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

	FORMS & FORMATS	TRACTEBEL 
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F-20 A VOID

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed alongwith the Guarantee.



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F-21 VOID

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN
BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.

House No. 129, Behind Matrichaya Medical Centre,

New Haridwar Colony, Ranipur More, Haridwar,

Uttarakhand, India, 249401

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT/ ORDER) for Haridwar Natural Gas Pvt. Ltd. having registered office at Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakand -247667 (herein after called the "HNGPL" which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above, entered between HNGPL and the CONTRACTOR/SUPPLIER/SERVICE PROVIDER and HNGPL having agreed that the 'SUPPORTING COMPANY' shall furnish to HNGPL a performance guarantee for Indian Rupees/US\$ towards providing complete

financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above,

The said M/s. _____ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.



FORMS & FORMATS



2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____
- (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by HNGPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by HNGPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that HNGPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that HNGPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that HNGPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in HNGPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of HNGPL or any indulgence by HNGPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till HNGPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of HNGPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.



FORMS & FORMATS



9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Haridwar.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

	FORMS & FORMATS	
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F – 22
DECLARATION FOR BID SECURITY

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.

House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (Name of Bidder) have submitted our offer/ bid no.

We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of HNGPL in this regard), if we are in breach of our obligation(s) as per following:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the HNGPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Place:

Date:

	FORMS & FORMATS	
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F – 23(VOID)

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)



FORMS & FORMATS



F – 24
UNDERTAKING ON LETTERHEAD

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.

House No. 129, Behind Matrichaya Medical Centre,

New Haridwar Colony, Ranipur More, Haridwar,

Uttarakhand, India, 249401

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is :

(i) Not from such a country

(ii) If from such a country, has been registered

with the Competent Authority.

(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s _____ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

	FORMS & FORMATS	
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F – 25

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE
(E-INVOICE AS PER GST LAWS)**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.

House No. 129, Behind Matrichaya Medical Centre,

New Haridwar Colony, Ranipur More, Haridwar,

Uttarakhand, India, 249401

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

FOA NO./LOA NO:

Dear Sir,

We (Name of the Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by HNGPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to HNGPL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then HNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ Setoff/ recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/Consultant under this contract or under any other contract.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

	FORMS & FORMATS	TRACTEBEL 
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Bidder Name:

Seal:

	FORMS & FORMATS	
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F – 26

**UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/ SD
WITHIN STIPULATED TIMELINE**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

TENDER NO: (Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document.

We, also hereby confirm that in case of award of contract/ order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:



FORMS & FORMATS



F – 27A

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Sub:

Tender no.:-

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____M/s._____having their Registered / Head Office at_____(hereinafter called the Tenderer), wish to participate in the said tender for_____.

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____having our Head Office_____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by HNGPL Ltd., the amount_____without any reservation, protest, demur and recourse. Any such demand made by HNGPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____[this date should be two (02) months beyond the validity of the bid].If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s._____whose behalf this guarantee is issued. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ___ day of ___ 20 ___ at _____.

WITNESS:



FORMS & FORMATS



(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

	FORMS & FORMATS	TRACTEBEL 
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INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

	FORMS & FORMATS	
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F – 27B

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Sub:

Tender no.:-

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable:.....(in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Haridwar Natural Gas Pvt. Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Haridwar Natural Gas Pvt. Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.



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- 2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No..... for (Item)
- 3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
- 4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
- 5. Please obtain reimbursement as under:
- 6. All foreign as well as Indian bank charges will be on the account of M/s.
.....(Applicant)
FOR.....

Authorized Signature
(Original Bank)

Counter Signature

	FORMS & FORMATS	
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F – 28

DECLARATION BY BIDDER (On bidder’s Letter Head)

SELF- CERTIFICATION OF BQC RELATED DOCUMENTS & SUBMISSION OF TPIA VERIFIED DOCUMENTS (VOID)

Date:

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Subject:

Tender No:

Dear Sir,

After Examining/ reviewing and having understood the provisions of above referred tender document (including all corrigendum/ addendum as well as all BQC qualifying criteria), We M/s. _____ (Name of Bidder) have submitted our offer/ Bid no.....with self-certified BQC related documents.

I/We, M/s. _____ (Name of Bidder) hereby undertake to submit TPIA “verified with Original “Documents for Verification within 5 days on receipt of intimation from HNGPL.

I/We am/are also aware that the Corporation has the right to take any other action, including, blacklisting or holiday listing, or any other action which it deem fit as per the terms of the tender, without prejudice to any other right or remedy available to the Corporation, in case I/we fail to produce the TPIA “verified with Original “Documents within the time fixed by HNGPL.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name

Designation

Seal

	FORMS & FORMATS	
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F – 29

DECLARATION BY BLACKLISTING / HOLIDAY LISTING

Name of Work: PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Bidding Document No.: (Tender No. W.000099-G10731-R001)

IN THE CASE OF A PROPRIETARY CONCERN

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

IN THE CASE OF A PARTNERSHIP FIRM:

We hereby declare that neither we, M/s _____, submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

IN THE CASE OF COMPANY:

We hereby declare that we have not been placed on any holiday list or blacklist declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particular of blacklisting or holiday listing, and in absence thereof state “NIL”)

It is understood that if this declaration is found to be false in any particular, Owner or its Administrative Ministry, shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

	FORMS & FORMATS	
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F – 30

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work : PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Bidding Document No. : (Tender No. W.000099-G10731-R001)

I / We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I / We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I / We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:

Signature of Bidder

Date:

Name of Signatory

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F – 31

"NO DEVIATION" CONFIRMATION

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
House No. 129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More, Haridwar,
Uttarakhand, India, 249401

Name of Work: PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Tender No.: (Tender No. W.000099-G10731-R001)

Dear Sir/ Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

	FORMS & FORMATS	
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F – 32

UNDERTAKING IN SUPPORT OF NOT UNDER LIQUIDATION

(To be furnished on the Company's Letter Head)

(Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

We hereby confirm that we are not under liquidation, and there is no court receivership or similar proceedings against us.

If there is any change in status prior to the award of work, the same shall be promptly informed by us to HNGPL. We understand that Failure to do so will result in bids not being considered for evaluation.

Signature of Tenderer

Name & Address of the Tenderer

	<p>FORMS & FORMATS</p>	
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F – 33

Declaration on proceedings under Insolvency and Bankruptcy Code, 2016

Name of Work:

Tender No.:

Bidder's name:

I/ We hereby declare that I/We, M/s _____, declare that

(i) I/We am / are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

(ii) I/We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per the details mentioned below. (attached detail with technical bid)

Note: Strike out which is not applicable.

It is understood that if this declaration is found to be false, HNGPL shall have the right to reject my/ our bid, and forfeit the EMD, if the bid has resulted in a Contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing available to HNGPL).

Place:

Signature of Bidder

Date:

Name of Signatory

	FORMS & FORMATS	
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F-34

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Haridwar Natural Gas Pvt. Ltd.

(Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “((Tender No. W.000099-G10731-R001) for PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA) the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:
Date:
Designation:

[Signature of Authorized Signatory of Bidder]
Name:
Seal:

	FORMS & FORMATS	
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F – 36 (VOID)

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF
BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE
ADDITION**

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)



GENERAL CONDITIONS
OF CONTRACT



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION SYSTEM FOR
CS 3LPE COATED UNDERGROUND STEEL PIPELINES
FOR HARIDWAR GA**

SECTION IV

GENERAL CONDITIONS OF CONTRACT- WORKS

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1. Definition of Terms:

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The EMPLOYER/COMPANY/HNGPL means HNGPL Limited, a public limited company, incorporated under the Company's act 1956 and having its Registered office at COCO-CNG Station, Khasra No. 569-570, Near Govind Garden, Jawalapur, Haridwar, Uttarakhand, Sarai, Haridwar, Hardwar, Uttarakhand, India, 249404 and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the HNGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT means who are the Consulting engineer to the Employer for this project and having registered office at
- 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such

- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the HNGPL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.
- 1.1.17 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to

commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.

- 1.1.32 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

"COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

SECTION-II GENERAL INFORMATION

2. General Information

- 2.1 a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

- 2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

- 2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply

provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Power Supply:

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the

CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative.

No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

- 2.6 Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

- 3. Submission of Tender:**
- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
 - 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
 - 3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of HNGPL Limited due for opening on _____]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
 - ii) Earnest money in the manner specified in Clause 6 hereof.
 - iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
 - iv) Information regarding tenderers in the proforma enclosed.
 - v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
 - vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
 - vii) Details of construction plant and equipments available with the tenderer for using in this work.
 - viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
 - ix) Latest Balance Sheet and Profit & Loss Account duly audited.
 - x) Details of present commitment as per proforma enclosed to tender.
 - xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
 - xii) Provident fund registration certificate
 - xiii) List showing all enclosures to tender.
- 4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER

or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

- 4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

- 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

- 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

- 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

- 4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date

of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s HNGPL Limited, and that M/s HNGPL Limited., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s HNGPL Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s HNGPL Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. Transfer of Tender Documents:

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. Earnest Money:

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid validity).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7 Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

8 Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 Right of Employer to Accept or Reject Tender:

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

10 Time Schedule

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.
- 11 Tenderer's Responsibility** 11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.
- 12 Retired Government or Company Officers** 12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.
- 13 Signing of the Contract:** 13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 14 Field Management & Controlling/Coordinating Authority:** 14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.
- 14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

- 15 Note to Schedule of Rates:**
- 15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.
- 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.
- 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.
- 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- 16 Policy for Tenders Under Consideration:**
- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by HNGPL to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. HNGPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.
- 17 Award of Contract:**
- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by HNGPL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 HNGPL will be the sole judge in the matter of award of CONTRACT and the decision of HNGPL shall be final and binding.
- 18 Clarification of Tender Document:**
- 18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to HNGPL in triplicate. HNGPL

will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by HNGPL or its employee(s) or its representatives shall not in any way be binding on HNGPL.

19 Local Conditions:

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable HNGPL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

SECTION-IV GENERAL OBLIGATIONS

21 Priority of Contract Documents

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- 1) The Contract Agreement ;
- 2) The Letter of Acceptance;
- 3) The (Instructions to Bidders) ITB;
- 4) Special Conditions of Contract (SCC);
- 5) General Conditions of Contract (GCC)
- 6) Any other document forming part of the Contract.

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the CONTRACT.

21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22 Special Conditions of Contract:

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23 Contractor to obtain his own Information:

23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise

due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

24 Contract Performance Security:

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25 Time of Performance:

25.1 Time for Mobilisation
The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened

will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an outbreak of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27 **Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

27.3 Bonus For Early Completion (*)

27.3 BONUS FOR EARLY COMPLETION

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

28 Rights of the employer to forfeit contract performance security:

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

29 Failure by the contractor to comply with the provisions of the contract:

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30 Contractor remains liable to pay compensation if

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become

action not taken under clause 29:

exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

- 31 Change in constitution:** 31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.
- 32 Termination of contract** 32(A) **TERMINATION OF CONTRACT FOR DEATH:**
If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such

assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32 (C) TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by HNGPL Limited. against any type of tender nor their offer will be considered by HNGPL against any ongoing tender (s) where contract between HNGPL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by HNGPL Limited to such CONTRACTOR.

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| 33 | Members of the employer not individually liable : | 33.1 | No Director, or official or employee of the EMPLOYER/CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained. |
| 34 | Employer not bound by personal representations: | 34.1 | The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person. |
| 35 | Contractor's office at site: | 35.1 | The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works. |

36 Contractor's subordinate staff and their conduct

- 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever

kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

37 Sub-letting of works:

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of allSUB- CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N- CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of

such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 Power of entry:

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK , or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the

EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

39 Contractor's responsibility with the mechanical, electrical, intercommunication system, airconditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER-IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such stains, ordinances, laws, rules, regulations, etc.

- 40 Other agencies at site:** 40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.
- 41 Notice:** 41.1 TO THE CONTRACTOR:
Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.
- 41.2 TO THE EMPLOYER:
Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. HNGPL Limited. addressed to the HEAD/SITE-IN-CHARGE.
- 42 Right of various interests:** 42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.
- ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.
- 43 Patents and royalties:** 43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under

which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

- 43.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN-CHARGE.
- 43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

- 44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.
- 44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

- 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.
- 45 Delays by employer or his authorised agents:**
- 45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.
- 45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.
- In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.
- 46 Payment if the contract is terminated:**
- 46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.

- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
 - a) Any and all completed works.
 - b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.
- 47 No waiver of rights:**
 - 47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.
- 48 Certificate not to affect right of employer and liability of contractor:**
 - 48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.
- 49 Language and measures:**
 - 49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.
- 50 Transfer of title:**
 - 50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.
 - 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the

CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

- 51 Release of information:** 51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.
- 52 Brand names:** 52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.
- 53 Completion of contract:** 53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.
- 54 Spares:** 54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.
- Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.
- 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

- 55 Execution of work:** 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

- 56 Co-ordination and inspection of work:**
- 56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.
- 57 Work in monsoon and dewatering:**
- 57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.
- 58 Work on Sundays and Holidays:**
- 58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.
- 59 General conditions for construction and erection work:**
- 59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.
- 59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.
- 59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consideras just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived

from the items in this CONTRACT will be final and binding on the CONTRACTOR.

- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a)	Beyond (+) 25% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates

(The rates quoted for this increase shall be valid).

- b) Beyond (-) 25% upto & For reduction beyond inclusive of (-) 50% 25%contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lumpsum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61 Drawings to be supplied by the employer

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for _____
(Name of Work)

Agreement
No. _____

Signed: _____

(CONTRACTOR)
(ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

63 Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their

efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

- 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.
- 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

64 Responsibility for level and alignment:

- 64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

65 Materials to be supplied by contractor:

- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.
- 66 Stores supplied by the employer:**
- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.
- 67 Conditions for issue of materials:**
- 67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

- ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to theENGINEER- IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of thematerial.
- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

68 Material procured with assistance of employer/return of surplus:

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid

condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69 Materials obtained from dismantling:

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

70 Articles of value found:

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

71 Discrepancies between instructions:

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

72 Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied

by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at

which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

- 73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

- 73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 Tests for quality of work:

- 74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

- 74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

- 74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of

ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

- 75 Samples for approval:**
- 75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
- 76 Action and compensation in case of bad work:**
- 76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.
- 77 Suspension of works:**
- 77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the ONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

78 Employer may do part of work:

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

79 Possession prior to completion:

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

80 Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion

of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

81 Care of works:

81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN-CHARGE's instructions.

81.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose

for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not withstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

82 Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 Indemnity

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in

connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

86 Construction aids, equipments, tools & tackles:

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

SECTION-VI CERTIFICATES AND PAYMENTS

87 Schedule of rates and payments:

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes,

protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 HNGPL shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 COMPUTERISED BILLING SYSTEM : HNGPL Limited has introduced Computerised Billing System whereby when the Bills are submitted in HNGPL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through HNGPL's website.

88.2 SECURED ADVANCE ON MATERIAL:

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

- 88.4 ROUNDING-OFF OF AMOUNTS:
- In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.
- 89 Lumpsum in tender:** 89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.
- 90 Running account payments to be regarded as advance:** 90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties
- 91 Notice of claims for additional payments:** 91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.
- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry

on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

- 92 Payment of contractor's bill:**
- 92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.
 - 92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.
 - 92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.
- 93 Receipt for payment:**
- 93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 Completion certificate:

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.

- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

- 95 Final decision and final certificate:** 95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.
- 96 Certificate and payments on evidence of completion:**
- 96.1 Except the FINAL CERTIFICATE, no other certificates or payments
- 97 **Deductions from the contract price:** 97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

- 98 Taxes, Duties, Octroi etc:** 98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment

compensation, insurance and old age pensions or annuities

now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

- 99 Sales tax/Turnover tax:** 99.1 Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.
- 100 Statutory variations** 100.1 Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to HNGPL.
However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to HNGPL.
- 101 Insurance:** 101.1 GENERAL
CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or

proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or

default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 Damage to Property or to any Person or any Third Party

- 102.1 i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.
- ii) The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising

under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103 Labour laws:

- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident

Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of Apprentices Act, 1961:

- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

105 Contractor to indemnify the Employer:

105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

- 106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.
- 106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107 Arbitration:

- 107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [HNGPL Limited] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (HNGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the

Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108 Jurisdiction:

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part

of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

- ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial injuries:

- 111.1 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
- ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
- ii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 General rules:

- 112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113 Contractor's barricades:

- 113.1 i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-
 - a) Excavations
 - b) Hoisting Areas.
 - c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
 - d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
 - e) Rail Road unloading spots.
- ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

- 114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is

used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115 Excavation and trenching:

- 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 Demolition/general safety:

- 116.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
 - b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
 - c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with

suitable railing and provided with warning signals or board to prevent accident to the public.

- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
 - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the

conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

- 117 Care in handling inflammable gas:** 117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.
- 118 Temporary combustible structures:** 118.1 Temporary combustible structures will not be built near or around work site.
- 119 Precautions against fire:** 119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.
- 120 Explosives:** 120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.
- 121 Mines act:** 121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.
- 121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of

the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants:

124.1 The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

PROFORMA FOR CONTRACT AGREEMENT

LOA No. HNGPL/

Dated -----

Contract Agreement for the work of ----- of HNGPL made on ----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and HNGPL hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the

CONDITIONS of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

HNGPL

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

ANNEXURE TO CLAUSE NO. 107 - Arbitration

Clause no. 107 of General Conditions of Contract (GCC) have been modified to the extent that the following provision i.e. 'Dispute Resolution Clause' shall be part of the clause

- 1.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules
- 2.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 3.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 4.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 5.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and HNGPL Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 6.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 7.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall

not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”



SPECIAL CONDITIONS OF
CONTRACT (SCC)



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION SYSTEM FOR
CS 3LPE COATED UNDERGROUND STEEL PIPELINES
FOR HARIDWAR GA**

SECTION V

SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF
CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

DEFINITIONS

(GCC Clause 1.0)

- 1.1. In addition to meaning ascribed to certain capitalized terms in Section IV “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV “GCC”, the meaning ascribed to such term hereunder shall prevail:
- 1.2. Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.3. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.4. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.5. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.6. The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.7. In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
 - (i) Contract Agreement
 - (ii) Detailed Letter of Acceptance along with Statement of Agreed Variations, if any.
 - (iii) Fax / Letter of Intent / Fax of Acceptance
 - (iv) Schedule of Rates as enclosures to Fax of Acceptance.
 - (v) Job / Particular Specifications.
 - (vi) Drawings
 - (vii) Technical / Material Specifications
 - (viii) Special Conditions of Contract
 - (ix) Instruction to Bidders
 - (x) General Conditions of Contract
 - (xi) Indian Standards
 - (xii) Other applicable Standards
- 1.8. It will be the Contractor’s responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.



SPECIAL CONDITIONS OF CONTRACT (SCC)



1.9. In the absence of any Specifications covering any material, design of work(s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

1.10. In case of any conflict in technical requirements among PJS, TS, SCC, SOR, etc. of tender document and international/ national codes/ standards, more stringent requirement shall govern as per the decision of EIC.

2. SCOPE OF WORK & SCOPE OF SUPPLY

2.1. The Scope of work covered in this Contract will be as described in Annexure – I to SCC, Particular Technical Specification (PTS), Job specifications, Standard Specifications, Schedule of Rates etc. The Scope of supply covered in this Contract will be as described in Annexure -II to SCC, Particular Technical Specifications (PTS), Standard Specifications, Schedule of Rates etc. It is however, explicitly understood that the scope as described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3. SUPPLY OF WATER, POWER & OTHER UTILITIES

3.1. The Clause No. 2.3 to 2.5 given in General Conditions of Contract is modified to following extent:

3.1.1. The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same. The Owner/Consultant shall not supply water, power and other utilities.

3.1.2. Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor's office. Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose of the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall no claims in respect of any such surplus material disposed of as aforesaid.

3.1.3. Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such trees being cut shall be prepared and forest / municipal authorities be informed and contractor obtain necessary approval. However, after backfilling of trench & restoration, contractor should plant equal number of samplings in that area. Cutting of tree for any purposes (fuel etc.) by workers are strictly prohibited.

4. TIME OF COMPLETION

4.1. The work shall be executed strictly as per COMPLETION SCHEDULE/COMPLETION PERIOD given in Annexure - III to SCC in the bidding document. The period of completion given includes Commissioning of Permanent Cathodic Protection System, Interference Surveys and Implementation of mitigation measures for Cathodic Protection System in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.

4.2. The time of completion shall be reckoned from the date of Issue of Fax of Acceptance (FOA).

5. DRAWINGS AND DOCUMENTS



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 5.1. The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawings is to enable the bidder to make an offer in line with the requirements of the Owner/Consultant. However no extra claim whatsoever, shall be entertained for variation in the “Approved for Construction” and “Bid document drawings” regarding any changes/units. Construction shall be as per drawings/specifications issued /approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.
- 5.2. The drawings / documents to be submitted by the Contractor to Owner/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Owner/Consultant’s review, information and record. The Contractor shall ensure that drawings and documents submitted to Owner/Consultant are accompanied by relevant calculations, data as required and essential for review of the drawings / documents. Consultant shall review the drawings / documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.
- 5.3. All documents and drawings including those of Contractors sub-vendor’s manufacturer’s etc. shall be submitted to Owner/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certification to this effect. All documents/drawings & submissions made to Owner/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the contractor’s account.
- 5.4. The review of documents and drawings by Owner/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Owner/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.
- 5.5. Copies of all working/shop drawing relating to the works shall be kept at the contractor’s office at the site and shall be made available to the Engineer-in-Charge/Owner/Consultant at any time during execution of the contract. However no extra claim whatsoever shall be entertained for any variation in the “approved/issued for construction drawings” and “tender drawings” regarding any changes/units unless otherwise agreed.
- 5.6. The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/extension.

6. COMPLIANCE WITH LAWS

- 6.1. The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:
 - i. Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
 - ii. Payment of Wages Act
 - iii. Minimum Wages Act
 - iv. Employer’s Liability Act
 - v. Factory Act
 - vi. Apprentices Act
 - vii. Workman’s Compensation Act
 - viii. Industrial Dispute Act
 - ix. Environment Protection Act
 - x. Wild Life Act
 - xi. Maritime Act
 - xii. PNGRB Act.
 - xiii. GST Regulation
 - xiv. Any other Statute, Act Law as may be applicable.



SPECIAL CONDITIONS OF CONTRACT (SCC)



7. GOVERNMENT OF INDIA NOT LIABLE

- 7.1. It is expressly understood and agreed by and between the Contractor and the Owner/Consultant that the Owner/Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner/Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner/Consultant is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

8. REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)- VOID

- 8.1. Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contractor at their own cost with the Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner/Consultant for record.

9. LIMITATION OF LIABILITY

- 9.1. The final payment by the Owner/Consultant in pursuance of the Contract terms shall not meant release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner/Consultant.
- 9.2. Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

10. CONTRACT PERFORMANCE GUARANTEE

Please refer clause No. 38 of ITB (Section III of Volume I) and clause No. 24.0 of GCC (General Conditions of Contract).

In addition to Clause No. 38 of ITB and 24 of GCC, following will also apply:

- 10.1. In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- 10.2. The Owner/ Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/ or in respect of any amount due from the Contractor to the Owner/ Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner/ Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/ Earnest Money amount and no compensation for the works performed shall be payable upon such termination.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 10.3. Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty /guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid until the expiration of the guarantee period for entire works covered under the contract.
- 10.4. In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Owner/ Consultant may without prejudice to any other right or remedy available to the Owner/ Consultant, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 27.0 of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

11. TAXES, DUTIES AND LEVIES IN INDIA

- 11.1. The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner/ Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner/ Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST as applicable.
- 11.2. Owner/ Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.
- 11.3. Bidder shall take care of all applicable taxes & duties while submitted their prices.
- 11.4. Any errors of interpretation of applicability of taxes/duties by bidders shall be to their account.

12. TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

- 12.1. Deleted.

13. SUBSEQUENT LEGISLATION

- 13.1. All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes/duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the HNGPL's account but such Taxes/ duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

14. STATUTORY VARIATION IN TAXES & DUTIES

- 14.1. Deleted.

15. INCOME TAX & CORPORATE TAX

- 15.1. Please refer Clause No. 43 of ITB (Section III) of Volume I.

16. IMPORT LICENCE



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 16.1. Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Owner/Consultant will not provide import license.

17. WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

- 17.1. Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable Taxes, in the country(ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

18. INTELLECTUAL PROPERTY

- 18.1. Neither Owner/Consultant nor Contractor nor their personnel, agents or any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made know to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Owner/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Owner/Consultant or prepared by the Contractor solely for the purpose of the performance of works, including all copies made thereof by the Contractor.

19. FIRM PRICE

- 19.1. The quoted prices shall be firm and shall not be subjected to price escalation till the work is completed in all respects.

20. WORKS CONTRACT

- 20.1. The work covered under this contract shall be treated as "Works Contract".

21. PROVIDENT FUND ACT

- 21.1. The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan /receipt for the payment made to RPFC for the preceding months.

22. PAYMENT TERMS AND MODE OF PAYMENT

- 22.1. The terms and mode of payment shall be as per Annexure-V hereto.

23. MOBILIZATION ADVANCE

- 23.1.1. NOT APPLICABLE

24. CHANGE ORDERS / EXTRA WORKS / DEVIATIONS

- 24.1. A change order will be initiated in case:
- i) The Owner/Consultant directs the Contractor to include any addition to the scope of work not covered under this Contract or delete any Work included in the scope of work under the contract.
 - ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Owner/Consultant and for which cost and time benefits shall be passed on to the Owner/Consultant.



SPECIAL CONDITIONS OF CONTRACT (SCC)



- 24.2. Any changes required by the Owner/Consultant before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc. for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.
- 24.3. Any change order as above comprising an alteration which involves a change in the cost of works (which sort of alteration is hereinafter called a "Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the Engineer-In-Charge.
- 24.4. If the Contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Owner/Consultant in writing.
- 24.5. If there is a difference in opinion between the Contractor and the Owner/Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in para 24.7.8 and 24.7.9 here below.
- 24.6. Within 10 (Ten) working days of receiving the comments from the Owner/Consultant on the documents submitted by the Contractor for approval, the Contractor's response in writing stating which item(s) is/are potential change(s), if applicable, will be submitted to the Owner/Consultant.
- 24.7. **Procedure**
- 24.7.1. During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Owner/Consultant, they shall discuss the matter with Owner/Consultant's representatives.
- 24.7.2. In case such requirement arises from the side of the Contractor they would also discuss the matter with Owner/Consultant's Representative.
- 24.7.3. In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.
- 24.7.4. If it is mutually agreed that the project requirement/inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.
- 24.7.5. Contractor will study the work required in accordance with the Joint memorandum, assess subsequent schedule, and cost effect if any.
- 24.7.6. The results of this study would be discussed mutually to enable Owner/Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.
- 24.7.7. If Owner/Consultant's representative accepts the change order in writing, then Contractor shall proceed the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Owner/Consultant. The Owner/Consultant's representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the Owner/Consultant's representative a priced statement of the labour, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Owner/Consultant, the voucher shall nevertheless be signed by the Owner/Consultant as a record of time worked and materials used. List and vouchers so signed will be subject of negotiations between the Owner/Consultant and the Contractor regarding their cost allocation.
- 24.7.8. In case, mutual agreement as above that is whether Project Requirement constitutes a Change order or not, reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Owner/Consultant's representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.
- 24.7.9. The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.



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24.7.10. Should the amount of Extra Work/Change Order, if any, which the Contractor may be required to perform by the Owner/Consultant, fairly entitles the Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the work or for such Extra Work only, the Owner/Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

24.8. Owner/Consultant reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner/Consultant, Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

25. CONSTRUCTION RIGHT-OF-USE AND PERMITS

25.1. Owner will not provide any ROU / ROW for completion of scope of work as defined in tender document. Temporary land required for preparation of HDD string & the bidders at their own cost shall arrange completion of work in all respect. However, in principal permission from Statutory the owner shall provide authorities. Bidder's scope includes local liaisoning with statutory authorities & intimation to authorities before start of HDD works. Bidder's scope also includes obtaining No objection certificate from statutory authorities after completion of scope of work.

26. CONSTRUCTION EQUIPMENT AND ORGANIZATION

26.1. CONSTRUCTION EQUIPMENT

26.1.1. The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy construction equipments and tools & tackles and shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Employer. No construction equipment shall be supplied by the Employer. Minimum construction equipments for individual part as specified in the Bidding Document at Annexure-VIII to SCC.

26.1.2. The Owner/Consultant shall not supply any Construction Equipment.

26.2. Manpower Deployment

26.2.1. Bidder shall meet the requirement regarding deployment of minimum construction manpower as specified in the bidding document at Annexure-IX to SCC. Bidder shall also submit their compliance for deployment of manpower along with the bid. Qualification and Experience of key construction personnel shall be as per Annexure-X to SCC.

26.2.2. Schedule of Labour & Equipment Rates

Hiring / Recovery Rate for Deployment of Manpower attached as Annexure- XI to SCC shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.

Equipment Hiring / Recovery Rates attached as Annexure-XII to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

27. MECHANISED CONSTRUCTION

27.1. Deleted.

28. GENERAL GUIDELINES DURING AND BEFORE ERECTION

28.1. INSTALLATION/ERECTION OF PCP SYSTEM.

28.1.1. All the installation/erection shall be carried out by suitable capacity equipments & machines with all applicable safety measures. The contractor shall arrange for all equipments & machines of suitable capacity required for installation/erection of PCP equipments and contract price deemed to be included for the same in respective items without any liability on the part of Employer/Consultant.

28.1.2. Bidder shall submit erection & installation procedures, various procedures for PCP system, schemes, drawings & documents for PCP system.



29. MEASUREMENT OF WORKS

- 29.1. In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of Annexure-IV to SCC shall also apply.

30. STATUTORY APPROVALS

- 30.1. Owner shall obtain general in-principle permissions from most of the authorities having jurisdiction over the area as necessary for construction of the pipeline. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Owner at actual on production of documentary evidence.
- 30.2. The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner/Consultant to the contractor on production of documentary evidence.
- 30.3. Any change/ addition required to be made to meet the requirements of the statutory authorities including the requirement not covered in bid document, shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

31. TESTS AND INSPECTION

- 31.1. The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work.
- 31.2. All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost.
- 31.3. The work is subject to Inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 31.4. The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 31.5. Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectifications at his own cost.
- 31.6. All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 31.7. For materials supplied by Owner/Consultant, Contractor shall carry out the tests, if required by the Engineer-in-Charge, and the Owner/Consultant shall reimburse the cost of such tests, which have not been specified in bid document, at actual to the Contractor on production of documentary evidence.
- 31.8. Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.
- 31.9. Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

32. INSPECTION OF SUPPLY ITEMS

- 32.1. All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer.



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- 32.2. Inspection calls shall be given for associations of Owner/Consultant's representative as per mutually agreed programme in prescribed Proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Owner/Consultant and copies shall be made available to Owner/Consultant beforehand for undertaking inspection.
- 32.3. The Contractor shall ensure full and free access to the inspection Engineer of Owner/Consultant at the Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.
- 32.4. The contractor/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/Consultant free of cost for carrying out inspection.
- 32.5. Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a Owner/Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.
- 33. FINAL INSPECTION**
- 33.1. After completion of all tests as per specifications the whole work will be subject to a final inspection to ensure that job has been completed as per requirements. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Owner/ Consultant bring them to his notice. The Owner/ Consultant shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.
- 34. COMPENSATION FOR EXTENDED STAY**
- Please refer Clause no.33 of ITB.
- 35. COMPUTERIZED CONTRACTORS BILLING SYSTEM**
- 35.1. Without prejudice to stipulations in General Conditions of Contract, Contractor should follow the following billing system:
- 35.1.1. The contractors on their own PCs as per the standard formats will prepare the bills and codification schemed proposed by HNGPL/Consultant. The contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to HNGPL/Consultant in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 35.2. "HNGPL will process the Bills with MB through E-Measurement Portal available in HNGPL INTRANET under Project Department. Accordingly Contractor is required to forward the RA Bills in E-Measurement Portal through PMC,CIC/EIC/SIC whichever is applicable" .
- 35.3. Owner/Consultant will utilize these data for processing and verification of the Contractor's bill and payment.
- 36. TEMPORARY WORKS**
- 36.1. All Temporary and ancillary works, enabling works connected with works, including all works which are required for the safety of the existing installations of Owner such as barricading of existing facilities etc. and as detailed in bid document shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.
- 37. DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE**
- 37.1. Deleted



38. QUALITY ASSURANCE / QUALITY CONTROL

- 38.1. Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of the contract for various works, which will be mutually discussed and agreed to.
- 38.2. The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 38.3. Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning.
- The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.
- 38.4. The Owner/Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 38.5. The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 38.6. In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 38.7. The Contractor shall adhere to the quality assurance system as described in bid document.

39. HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 39.1. The Contractor during entire duration of the Contract, shall adhere to HSE requirement as described in the Annexure -VII.

40. SITE CLEANING

- 40.1. The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 40.2. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- 40.3. The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 40.4. The Contractor shall dispose of the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.
- 40.5. The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.
- 40.6. No extra payment shall be paid on account of clauses specified above.

41. COMPLETION DOCUMENTS



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- 41.1. Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings and documents to the "AS BUILT" stage (including all vendor/sub-vendor drawings for bought out items), all Free-Issue-Material (FIM) documents and provide the Owner/Consultant, the following :
- (i) One complete bound set of all original documents as mentioned but not limited to documents listed elsewhere in the bid document.
 - (ii) Three complete bound sets of documents as mentioned at (i) above, in original size and in 6 (six) CD-ROM/DVD.
 - (iii) Three complete bound sets of Contractor's specification including design calculations.
 - (iv) Three copies of Daily Progress Reports.
 - (v) Three sets of all raw data collected/generated for and during execution of the entire job as specified in documents requirement.
 - (vi) Three sets of closure report.

41.2. Completion Documents

The following documents shall be submitted in hard binder by the CONTRACTOR in 3 (Three) sets, as a part of completion documents:

- (i) Warranty certificates as per DLP (defect liability period).
- (ii) Original deed OR Lease agreement for acquired/leased land (In favour of M/s HNGPL) for Anode Bed, ROU for cable laying etc. shall be handed over to M/s HNGPL.
- (iii) Test documents & drawings for bought out items.
- (iv) Installation & testing reports.
- (v) Interference study & mitigation report.
- (vi) Pre-commissioning/ Commissioning checklist & reports.
- (vii) Detailed commissioning report of pipeline CP system (PCP).
- (viii) All other requirements as specified in the respective specifications.
- (ix) As built drawings.
- (x) Any other drawing/document/report specified elsewhere in the bidding document

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

42. COORDINATION WITH OTHER AGENCIES

- 42.1. Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

43. UNDERGROUND AND OVERHEAD STRUCTURES

- 43.1. Deleted.

44. TEST CERTIFICATES



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- 44.1. Bidder shall be required to submit recent test certificates for the material being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.
- 44.2. Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.
- 45. ROYALTY**
- 45.1. Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Owner/Consultant is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Owner/Consultant for all the items involving Royalty.
- 46. EXCAVATION BY BLASTING**
- 46.1. Deleted
- 47. SITE FACILITIES FOR WORKMEN**
- 47.1. Following facilities are to be ensured at all work places where workmen are deployed/engaged by contractor.
- (i) Arrangement of first aid.
 - (ii) Arrangement for clean drinking water.
 - (iii) Toilets.
 - (iv) Canteen where tea & snacks are available.
 - (v) Arrangement of Personal protective equipments & safety items.
- 48. EXECUTION OF ELECTRICAL WORKS**
- 48.1. The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case contractor himself executes electrical works then he shall arrange valid electrical contractor licenses before start of electrical works at site. Notwithstanding, contractor shall adhere to all the safety standard as included in bidding document.
- 49. ARBITRATION**
- Clause No.107.0 of GCC pertaining to Arbitration shall be replaced by the following.
- 49.1. All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.
- 49.2. The Owner/Consultant shall suggest a panel of three independent and distinguished persons to the other party (Bidder/Contractor/ Supplier/Buyer as the case may be) to select any one among them to act as the sole Arbitrator.
- 49.3. In the event of failure of the other party to select the sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and the Owner/Consultant shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Owner/Consultant on the appointment of Sole Arbitrator shall be final and binding on the parties.
- 49.4. The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the Parties. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.
- 49.5. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.



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- 49.6. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).
- 49.7. Bidders/ Supplier/ Contractors may please note that the Arbitration & Conciliation Act, 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL, model, law), which were prepared after extensive consultation with Arbitral Institutions and centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15th December 1976.
- 50. MAKE OF MATERIALS**
- 50.1. The materials required to be supplied by the contractor under this contract shall be procured only from Owner/ Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors /sub-vendors before placing order.
- 51. ADDITIONAL WORKS/EXTRA WORKS**
- 51.1. Owner/Consultant reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner/Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.
- 52. RESPONSIBILITY OF CONTRACTOR**
- 52.1. It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.
- 52.2. All expenses towards mobilisation at site and demobilisation including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 52.3. It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 52.4. Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.
- 52.5. The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 53. COMPENSATION FOR DELAY / PRICE REDUCTION SCHEDULE FOR ANY DELAY**
- 53.1. Clause No: 27.0 of GCC, pertaining to Compensation for Delay (Price Reduction Schedule) stands modified to the following extent:
- 53.1.1. The contractual completion period is as given in Annexure III of SCC of the bid document.
- 53.1.2. The Price Reduction Schedule under 57.1.1 above shall be applied as under:



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“In case of delay in works related to clause 53.1.1, the Price Reduction shall be applied at the rate of ½% of the total contract value per week of delay or part thereof. The total liability of the Contractor to Employer/Consultant under sub clause no. 53.1.1 on Compensation for Delay/Price Reduction Schedule shall not exceed 5% (Five Percent) of contract value. The compensation on account of any liability (ies) other than above shall be as per provisions of Bidding Documents. The value referred in PRS clause is excluding taxes and duties reimbursable by HNGPL.

54. RESPONSIBILITY OF CONTRACTOR

- 54.1. It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.
- 54.2. All expenses towards mobilization at site and demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 54.3. It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 54.4. Preparing approaches and working areas for the movement and operation of the cranes, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work. The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 54.5. The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

55. CHECKING OF LEVELS

- 55.1. The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 55.2. The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

56. STORAGE FACILITIES

- 56.1. The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

57. ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

- 57.1. Please refer clause no. 41 of ITB, Vol I.

58. INSURANCES IN INDIA



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- 58.1. In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/Consultant as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.
- 58.2. Any loss or damage to the equipment during transportation, storage, erection and commissioning till such time the Work is taken over by Owner/Consultant, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. Contractor shall provide the Owner/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner/Consultant at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 58.3. Statutory Clearances if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Employer/Consultant. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time.
- 58.4. All costs on account of insurance liabilities covered under this Contract will be Contractor's account and will be included in Contract Price. However, the Owner/Consultant may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.
- 58.5. Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.
- 59. INSURANCE IN FORGEIN COUNTRIES**
- 59.1. The Contractor shall at his own cost arrange, secure and maintain separate insurance cover from the reputable insurance companies, for all such amounts and for such periods as may be necessary to protect the works, Contractor and sub-contractor's personnel and the interests of the Employer/Consultant as per applicable laws of land.
- 59.2. The form and the limit of insurance cover taken by Contractor shall be satisfactory to Employer/Consultant and one copy of all insurance policies and related documents shall be submitted to Employer/Consultant, immediately on execution. Contractor shall inform Employer/Consultant at least 60 days before any insurance policies expire or are cancelled or changed
- 60. BANK GUARANTEES**
- 60.1. The provision relating to submission of Bank Guarantee from Nationalized Bank wherever appearing in above documents stand replaced by the following;
- 66.1.1 Bank Guarantees towards Bid Security from any Indian scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank in case of Indian Bidder and from any reputed International Bank or Indian Scheduled Bank in case of foreign Bidder, may be accepted. However, other than the Nationalized Indian Bank, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 1000 Million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.



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66.1.2 Similarly, bank guarantees towards Performance and Advance Payments may be accepted from any Indian Scheduled Bank or a branch of an International bank situated in India and registered with Reserve Bank of India as Scheduled foreign Bank in case of Indian Bidder as well as foreign bidder. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 1000 Million and a declaration to this effect should be made by such Commercial Bank either in the bank guarantee itself or separately on a letter head.

61. PERMIT /PRE-CAUTION

61.1. Contractor will follow approved methodology for working inside existing station of Owner and other.

62. SUBMISSION OF COLOURED PHOTOGRAPHS

62.1. The Contractor shall shoot, prepare and submit colored photographs (B5 Size) in 2 sets along with soft copies to Tractebel office along with monthly progress report covering all the activities (minimum 10 Nos. of photographs covering all the activities) of pipeline constructions highlighting the progress or other areas of work. Similarly photographs for problem areas (as required) should be submitted well in advance with a proposed methodology to execute the works and meet the construction schedule. The cost of same shall be deemed to be included in the rates and separate payment shall be made.

63. VIDEOTAPE

63.1. Deleted.

64. SPARES

64.1. Contractor shall procure and supply all spare parts required during commissioning of the various items / materials supplied by him as enumerated in the Bidding Document. The quoted lumpsum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Employer at their designated place. Contractor shall also supply commissioning spares not listed but required during commissioning within the contracted price.

64.2. In addition to above, special tools & tackles required, if the Contractor shall also supply any, for operation & maintenance and the quoted prices shall be deemed to have been inclusive of all such provisions.

65. BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

65.1. In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers'(Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.



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66. INTERMEDIATE CONSTRUCTION MILE STONE

- 66.1. Contractor shall adhere to meet the intermediate construction mile stone in consultation with Engineer-In Charge during construction. Contractor shall be responsible for close monitoring and completion of intermediate construction milestone.

67. SINGLE POINT RESPONSIBILITY

- 67.1. The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

68. BONUS FOR EARLY COMPLETION

- 68.1. The Clause 27.3 of GCC for Bonus for early completion shall not be applicable in this Contract.

69. REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

- 69.1. Deleted.

70. DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

- 70.1. Deleted.

71. SUB-LETTING OF WORKS

"Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill."

72. JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

- 72.1. Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/HNGPL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills

73. WAY BILL / ROAD PERMIT:

Way Bill/ Road Permit shall be issued by HNGPL only for transportation of free issue material from one state to another.

74. LOCAL EMPLOYMENT

- 74.1. In order to encourage local employment contractor shall endeavour to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

75. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

- 75.1. To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

76. ENGAGEMENT OF CONTRACTUAL MANPOWER

- 76.1. While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belong to the scheduled castes and weaker sections of the society also in order to have a fair representations of these sections.

77. PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)



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Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of HNGPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to HNGPL in this respect and Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

78. VENDOR GRIEVANCE

78.1. “HNGPL” has developed Vendor Grievance Portal – “Samadhan” for timely addressing the issues of vendor/ Supplier/ Contractor/ Consultant. The same is available on HNGPL online portal <http://www.hngpl.in/>

Accordingly, the methodology to resolution of issue(s) of vendor/ Supplier/ Contractor/ Consultant shall be as under:

- (i) Any issue should be first referred to EIC (for LOA/ contracts) / dealing C&P executives (for purchase orders).
- (ii) In Case issue is not resolved by above, vendor/ Supplier/ Contractor/ Consultant may submit their issue to vendor Grievance Portal – “Samadhan”. HNGPL will address the same within 15 days.
- (iii) In Case, vendor/ Supplier/ Contractor/ Consultant is not satisfied, there is a provision of escalation of issue to higher authority in HNGPL. This option is available two times.
- (iv) Further, issue (s) can only be submitted upto 1 month after closure of respective order/ LOA/ Contract.

79. IN CASE OF NON-COMPLIANCE OF STATUTORY PROVISIONS PENALTY WILL BE IMPOSED BY THE OWNER AS DETAILED BELOW:

- (i) Contractor’s failure to submit RPFC challans along with the bills for more than one month during the tenancy of the contract shall attract penalty of INR 5000.00 per month. Owner may suspend the work if challans are not submitted within three months.
- (ii) Delay in obtaining ESI/WC (Workman Compensation) cover taken for shorter duration will result into retention of an amount equal to 5% of RA bill which will be released on receiving the requisite documents/challans after deducting a penalty of INR 1000.00 per month per instance over and above the amount which would have otherwise been paid by the contractor in obtaining the required ESI/ WC Cover.
- (iii) The contractor must obtain labour license before the start of work at allotted site. The completion period specified against each work order includes time required for mobilisation and fulfilment of all statutory requirements as defined in the tender document.

80. PENALTY CLAUSE FOR AMC

SERVICE PART:

- (i) If service provider fails in Monthly reading/maintenance of TLP & TR Unit, penalty shall be applicable on service provider as per below detail:
 - Monthly reading/maintenance of TLP and TR shall be completed within the next due date. If delay in start of Monthly reading/maintenance is within the 7 days of due date, there shall not be any penalty.



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- Beyond 7 days, there shall be penalty of 5% per day against quarterly invoice value. However maximum penalty shall be limited to 50% of quarterly invoice value.

SUPPLY PART:

- (i) In the event of delay in deliveries beyond stipulated delivery schedule, Vendor agrees to a Price reduction of @ 0.5% of the order value for each week of delay or part thereof to a maximum of 5% of Order value.



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ANNEXURES TO SPECIAL CONDITIONS OF CONTRACT



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



SCOPE OF WORK

[ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT]



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



SCOPE OF WORK

1. The scope of work in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.



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SCOPE OF SUPPLY

[ANNEXURE - II TO SPECIAL CONDITIONS OF CONTRACT]



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1 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply - Nil

1.2 Contractor's Scope of Supply

All materials required for successful completion of PCP works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



COMPLETION SCHEDULE

[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]



SPECIAL CONDITIONS OF CONTRACT (SCC)



COMPLETION SCHEDULE /COMPLETION PERIOD

Name of Work	Completion Schedule/Completion period
<p>PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA</p>	<p>Overall Completion period : (2 + 3) =5 Years</p> <p>Overall Completion period for Supply, Installation, testing and commissioning of Permanent Cathodic Protection Works shall be twenty-four (24.0) months from the date of “Fax of Acceptance/Letter of Acceptance”.</p> <p>AC/DC Interference Study - 04 Months from the date of issue of Fax of Acceptance/Letter of Acceptance which is further described as below:</p> <ul style="list-style-type: none"> i) Data Collection & Physical Survey – 03 months from the date of issue of Fax of Acceptance/Letter of Acceptance. ii) Data Interpretation and Proposition of mitigation measures with CDEGS or Elysca Software – 1 month from the date of completion of Physical Survey. <p>&</p> <p>Overall duration for Annual Maintenance Contract for Monitoring & Maintenance of Cathodic Protection (CP) System shall be thirty-six (36.0) months from the date of Completion period for Supply, Installation, testing and commissioning of Permanent Cathodic Protection Works.</p>

Note:

1. The time of completion as mentioned above is for the total scope of work including closure of contract (work order) as mentioned in the bidding document and includes the mobilization period.
2. The completion schedule shall be reckoned from date of award of contract, which shall be the date of issue of Fax of Acceptance.
3. The completion schedule is for all the works including Commissioning of Permanent Cathodic Protection System, Interference Surveys and Implementation of mitigation measures for Cathodic Protection System in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.

(STAMP & SIGNATURE OF BIDDER)



**SPECIAL CONDITIONS OF
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MEASUREMENT OF WORK

[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]



SPECIAL CONDITIONS OF CONTRACT (SCC)



MEASUREMENT OF WORKS

- 1 General
 - 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
 - 1.2 Payment will be made based on joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.
 - 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
 - 1.4 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
 - 1.5 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.
 - (i) Weight : MT or Kg
 - (ii) Length : M (Metre)
 - (iii) Number : No.
 - (iv) Volume : Cu.M
 - (v) Area : Sq.M
 - (vi) Spare : Set
 - 1.6 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorised agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved Performa in quintuplicate to the Engineer-in-Charge of the work.



**SPECIAL CONDITIONS OF
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PAYMENT TERMS AND MODE OF PAYMENT

[ANNEXURE - V TO SPECIAL CONDITIONS OF CONTRACT]



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PAYMENT TERMS

1.0 ON ACCOUNT PAYMENTS

Progressive payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

SOR Sl. No.	NATURE OF WORK	PAYMENT TERMS
A.	Interference study work	<ul style="list-style-type: none">- 90 % of work portion value pro-rata basis as per Schedule of rates on submission of invoice in triplicate as per GST Act along with following documents:<ul style="list-style-type: none">i) Invoice covering PRS, if applicable.ii) Submission & approval of AC/DC Interference report with recommended mitigation measures by software modeling- 10% of work portion value will be paid on submission of invoice in triplicate as per GST Act along with following documents:<ul style="list-style-type: none">i) Invoice covering PRS, if applicable.ii) Successful completion of Post Commissioning activities.iii) Certificate from Owner / Consultant for receipt of all requisite documents such as<ul style="list-style-type: none">a) warranty certificate;b) as built drawings;c) test reports;d) reconciliation statement,etc.
B	Supplies	<ul style="list-style-type: none">- 75 % of Invoice value with 100% of GST will be paid progressively after dispatch of PCP material as per approved Billing Schedule to store (Hired warranty certificate; as built drawings; test reports; reconciliation statement, etc. By Bidder) on submission of invoice in triplicate as per GST Act along with:<ul style="list-style-type: none">i) Invoice covering PRS, if applicable.ii) Inspection release note by Purchaser/Consultant along with material test certificates (MTCs).iii) Original LR / GR as applicable.iv) Packing List.v) Proof of customs clearance including payment of customs duty for imports permitted in the contract.vi) Indemnity Bond for the total price of delivered items as per format provided in the Bidding document.vii) Confirmation on Adequacy of insurance Coverage as per provisions of Bid document, as applicable.viii) Receipt and acceptance of all material at designated store on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in -Charge (EIC) at site.- 15% of invoice value will be paid progressively on submission of invoice in triplicate as per GST Act along with following documents:



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SOR Sl. No.	NATURE OF WORK	PAYMENT TERMS
		i) Invoice covering PRS, if applicable. ii) Successful Installation, testing, commissioning of PCP system. - 10% of invoice value will be paid progressively on submission of invoice in triplicate as per GST Act along with following documents: i) Invoice covering PRS, if applicable. ii) Successful completion of Post Commissioning activities. iii) Certificate from Owner / Consultant for receipt of all requisite documents such as a) warranty certificate; b) as built drawings; c) test reports; d) Reconciliation statement, etc.
C	For work portion (except interference study and mitigation work)	- 90 % of work portion value pro-rata basis as per Schedule of rates on submission of invoice in triplicate as per GST Act along with following documents: i) Invoice covering PRS, if applicable ii) Successful Installation, testing, commissioning of PCP system. - 10% of work portion value will be paid on submission of invoice in triplicate as per GST Act along with following documents: i) Invoice covering PRS, if applicable. ii) Successful completion of Post Commissioning activities. iii) Certificate from Owner / Consultant for receipt of all requisite documents such as; a) warranty certificate; b) as built drawings; c) test reports; d) Reconciliation statement, etc.
D	Monitoring & Maintenance	- 100% on completion of work as certified by the EIC on Quarterly basis after reduction of the penalty , if any

NOTE:

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, that certificate shall replace the same accordingly.
4. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be



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issued with due concurrence from competent authorities to facilitate release of Final payment.

5. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against “Incoming Material Inspection Report” issued by Tractebel. Engineer-in- shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

2.0 PAYMENT METHODOLOGY

- 2.1 The **Contractor** shall raise invoices on monthly basis. Bidder shall have enclosed all documents as per checklist issued by HNGPL/Tractebel. However, EIC may authorize payments for bills more frequently i.e. periodicity of less than fortnight, depending on site requirement.
- 2.2 HNGPL has introduced the computerized Bill Watch System whereby the contractor will be issued a receipt at the time of the submission of the bills. The contractor can see the status of their bill on HNGPL Website.
- 2.3 Owner will release payment through e -payments only as detailed in the Bidding Document.
- 2.4 Further break – up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer – In – charge and the Contractor.
- 2.5 All payments against running bill s are advance against the work and shall not be taken as final acceptance of work/measurement carried out until the final bill.
- 2.6 Contractor shall raise bills in line with checklist attached in Tender document.

3.0 MODE OF PAYMENT

- 3.1 The **Owner/Consultant** will verify the invoices, relevant documents, and undisputed payment will be released directly to the Contractor through e-payment as detailed in Bid Document within maximum 15 days of receipt of invoice along with all relevant documents.

4.0 DEDUCTION AT SOURCE

- 4.1 Owner will release the un-disputed payment to the Contractor after effecting deductions as per applicable law in force.
- 4.2 PRS pursuant to GCC Clause 27.0.

5.0 PAYING AUTHORITY

General Manager /Manager – Finance
HNGPL



SPECIAL CONDITIONS OF
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**SPECIFICATION
FOR
QUALITY ASSURANCE SYSTEM REQUIREMENTS**

[ANNEXURE - VI TO SPECIAL CONDITIONS OF CONTRACT]

(For details, Refer Specification No. W.00009-G-11000-E001 TO E017 attached in tender)



SPECIAL CONDITIONS OF
CONTRACT (SCC)



**SPECIFICATION
FOR
HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
MANAGEMENT AT CONSTRUCTION SITES**

[ANNEXURE - VII TO SPECIAL CONDITIONS OF CONTRACT]

INDEX

SL. NO.	DESCRIPTION
1.0	SCOPE
2.0	REFERENCES
3.0	REQUIREMENT OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLETED BY BIDDERS.
4.0	DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR
5.0	RECORDS
	ANNEXURE-A
	ANNEXURE-B
	ANNEXURE-C
	ANNEXURE-D
	ANNEXURE-E

1.0 SCOPE

This specification establishes the Healthy, Safety and Environment (HSE) management requirement to be compiled with by the Contractors during construction.

This specification is not intended to replace the necessary professional judgement needed to design & implement an effective HSE system for construction activities and the contractor is expected to exceed requirements given in this specification.

Requirement stipulated in this specification shall supplement the requirement of HSE management given in relevant Act(s)/ legislations. General Condition of Contract (GCC) Special Condition of Contract (SCC) and Job Specifications. Where different documents stipulate different requirements, the most stringent shall be adopted.

2.0 REFERENCES

This document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers (regulation of employment and condition of service) Act, 1996
- Job Specifications
- Relevant IS Codes and OISD Guideline (Annexure-A)
- Reporting Formats (refer Annexure-B)
- Statutory requirements

3.0 REQUIREMENT OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLETED BY BIDDERS.

3.1 MANAGEMENT RESPONSIBILITY

3.1.1 The Contractor should have a documented HSE policy & Objectives to cover commitment of the organization to ensure health, safety and environment aspects in their line of operations

3.1.2 The HSE management system of the Contractor shall cover HSE requirement including but not limited to what specified under clause 1.0 & 2.0 mentioned above

3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirement to the satisfaction of the company. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above:

No. of workers deployed
Up to 100

- Designate one safety supervisor who will guide the workers from time to time, as well as impart training basic guidelines at least weekly once.

Above 100 & up to 250 - Deploy one qualified and experienced safety Engineer/ Officer who will guide the workers from time to time as well as impart basic guideline & training at least weekly once. He / She shall possess a recognized Degree in any branch of engineering or technology or architecture and had a post qualification construction experience of minimum two years or possess a recognized Diploma in any branch of engineering or technology or Graduate in Science stream and had a post qualification construction experience of minimum five years.

Above 250 (for every 250 or less) - One additional safety engineer/Officer whose function will be as mentioned above

Contractor shall indemnify and hold harmless OWNER/ PMC & their representatives from any and all liabilities arising out of non fulfillment of HSE requirements.

Above is the minimum requirement and the Contractor shall ensure physical presence of a safety personnel at each place where Hot work permit is required. No work shall be started at site until above safety personnel are physically present at site. The contractor shall submit a safety organogram clearly indicating the lines of responsibility and reporting system. He shall furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel he intends to mobilize, at least 1 month before the intended mobilization, for PMC/Owner's approval.

- 3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels, at each and every site/ work place.
- 3.1.5 Contractor shall nominate qualified & trained Safety Engineers / Officers reporting to the Site in charge, for supervision, co-ordination and, liaison for the implementation of the safety plan.

Duties & responsibilities of the Contractor's Safety Supervisor/Safety Officer should include the following:

- a. To ensure strict compliance with work permit system by carrying out work only with appropriate work permits and after ensuring that all safety precautions / conditions in the permit are complied with and closing the same after job completion.

- b. To ensure that required personal protective equipment are provided, used, and properly maintained including contingency requirement.
 - c. To ensure inspection, tested, certification and maintenance of all tools and ensure removal of defective tools.
 - d. To ensure that all the preventive measures for identified hazards (e.g. Job Safety Analysis, Job Hazard Analysis, HIRA, etc.) are in place and communicated to workers
 - e. To take immediate corrective action against the violation of safety rules observed or reported.
 - f. To ensure that all workers have proper training for their job assignments, including use of appropriate PPE, first aid and firefighting equipment.
 - g. To ensure that only medically fit person shall be engaged in work and also ensure that sick / or injured workers during course of work should receive timely and appropriate first aid and/or medical attention.
 - h. To report each incident and/or injury in accordance with established procedures and assist in investigation.
- 3.1.6 The Contractor shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programs and fabrication shop/work site meeting shall be arranged on HSE activities to cover hazards involved in various operations during construction.
- 3.1.7 Arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid, Stand by Ambulance or Vehicle (equipped with lifesaving equipment) and install fire protection measures such as: adequate number of steel buckets with sand and water and adequate fire extinguishers to the satisfaction of OWNER/ PMC. In case the number of workers exceeds 500, the Contractor shall position an ambulance /vehicle on full time basis very close to the worksite.
- 3.1.8 The Contractor shall evolve a comprehensive planned and documented system for implementation and monitoring of the HSE requirements. This shall submitted to HNGPL for approval well in advance, prior to start of work. The monitoring for implementation shall be done by regular inspection and compliance to the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/ Office. However, compliance of HSE requirement shall be the sole responsibility of the Contractor. Any review/ approval by OWNER/ PMC shall not absolve the Contractor of his responsibility/ liability in relation to all HSE requirements.
- 3.1.9 Non-Conformance on HSE by the Contractor (including his Sub-contractors) as brought out during review/ audit by PMC/ OWNER representative shall be resolved forthwith by Contractor. Compliance report shall be submitted to PMC/ OWNER at the earliest.
- 3.1.10 The Contractor shall ensure participation of his Resident Engineer/Site-in-Charge in the Safety Committee/HSE Committee meetings arranged by OWNER/ PMC. The compliance of any observation shall be arranged urgently. Contractor shall assist OWNER/PMC to achieve the targets set by them on HSE during the project implementation.

The contractor shall ensure that his staff members & workers (permanent as well casual) shall not be in a state of intoxication during working hours and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force. Awareness about local laws on this issue shall form part of the Induction Training.

The contractor shall ensure that all personnel working for him comply with No- smoking requirements of the owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances shall not be allowed inside the plant complex..

3.1.11 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; OWNER/ PMC may impose stoppage of work without any Cost & Time implication to Owner/PMC and/or impose a suitable penalty for non-compliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract value with a ceiling of Rs. 10 lakhs.

0.2% (Zero decimal two percent) of the contract value for LSTK, EPC, EPCC or Package contracts with an overall ceiling of Rs. 1,00,00,000/- (Rupees one crore).

S.NO	Violation of HSE norms	Penalty Amount
1	For not using personal protective equipment (Helmet, Shoes, Goggles, Gloves, Full body harness, Face shield, Boiler suit, Ear muff, Ear plug etc.)	Rs. 250/- per day / item / person
2	Working without Work Permit / Clearance	Rs.5,000/- per occasion
3	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire / cables on the roads, electrical jobs by incompetent person, etc.)	Rs.3,000/- per item per day
4	Working at height without full body harness, using non-standard / rejected scaffolding and not arranging fall protection arrangement as required like Safety Nets.	Rs.1,000/ per case per day.
5	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, improper storage / handling).	Rs. 100/- per item per day
6	Use of domestic LPG for cutting purpose.	Rs.1,000/- per occasion
7	No fencing / barricading of excavated	Rs.1,000/- per

	areas.	occasion
8	Not providing shoring / strutting / proper slope and not keeping the excavated earth at least 1.5 M away from excavated area.	Rs.5,000/- per occasion
9	Non display of caution boards, list of hospitals, emergency services available at work locations.	Rs.500/- per occasion
10	Traffic rules violations like over speeding of vehicles, rash driving, wrong parking, not using seat belts, vehicles not fitted with reverse warning alarms.	Rs.1,000/- per occasion
11	Absence of Contractor's top most executive at site in the safety meetings whenever called by PMC/ Owner	Rs.1,000/- per occasion
12	Failure to maintain safety records by Contractor Safety personnel.	Rs.1,000/- per month
13	Failure to conduct daily safety site inspection, HSE meeting and HSE audit at predefined frequencies	Rs.1,000/- per occasion
14	Failure to submit the monthly HSE report by 5 th of subsequent month to Engineer- in-Charge.	Rs. 1,000/- per occasion and Rs. 100/- per day for further delay.
15	Poor House Keeping	Rs.1,000/- per occasion
16	Failure to report & follow up accident (including Near Miss) reporting system.	Rs. 10,000/- per occasion
17	Degradation of environment (not confining toxic spills oil / lubricants onto ground)	Rs.1,000/- per occasion
18	Not medically examining the workers before allowing them to work at height, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.1,000/- per occasion
19	Violation of any other safety condition as per job HSE plan, work permit and HSE conditions of contract (using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-	Rs.1,000/- per occasion

	availability of First-Aid box, etc.)	
20	Any other violation not covered above	To be decided by P M C / O w n e r

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage of work, its extent & monetary penalty shall rest with PMC/OWNER & binding on the Contractor.

3.1.12 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause and recommend corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to OWNER / PMC. OWNER / PMC shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard. PMC / Owner shall have the right to share the content of this report with the outside world.

3.1.13 No workers/ supervisors are deployed by contractor without prior police verification. Proof and record to be submitted to owner/ PMC. All employees working at construction site shall be issued a valid Photo ID Card.

3.1.14 Contractor to ensure and take all necessary precautions to minimize fugitive dust emissions or hazardous emission by any of its operations, construction equipment, storage or transportation etc. which can cause air/water pollution beyond acceptable limit. Immediate remedial action shall be taken and implemented by contractor (after approval from client), if any such issue is raised by OWNER/ PMC.

3.1.15 AUDIT

Contractor shall carry out internal HSE audits. He shall also cooperate during HSE audits by owner/PMC. Non-conformance on HSE (including his sub-contractors) brought out during review/audit by his internal audit team as well as PMC/ OWNER's representative shall be resolved forthwith by contractor. Compliance report shall be submitted to PMC/OWNER promptly.

To this effect, the contractor shall submit an Audit Plan to PMC/ Owner indicating the type of audits (internal by self-including his sub-contractors, external by PMC/ Owner & Third Party) and their frequencies. The contractor shall conduct an internal HSE audit at least on quarterly basis and submit a report to PMC/ Owner.

3.1.16 GENERAL DUTIES OF OWNERS

Owner or PMC on behalf of owner should:

- i) Co-ordinate or nominate a competent person to co-ordinate all activities relating to HEALTH, SAFETY AND ENVIRONMENT on their construction projects;
- ii) Inform all contractors on the work site / project of special risks to HEALTH, SAFETY AND ENVIRONMENT;

- iii) Ensure that executing agency is aware of the owner's requirements and the executing agency's responsibilities with respect to HEALTH, SAFETY AND ENVIRONMENT practices before starting the job.

3.1.17 RESPONSIBILITY OF CONSULTANT

- i) The primary responsibility of Consultant is to ensure compliance with agreed HSE plan for the contract by the Contractor
- ii) The Consultant's scope include submission of latest HSE plans for work under his and Contractor's purview and implementing the same till job completion
- iii) Adequate number of Safety Officers is provided by the Consultant with necessary skills required for the work to be performed.

3.2 HOUSE KEEPING

3.2.1 Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure the followings:

- a. All surplus earth and debris are removed/disposed off from the working site to identified location (s).
- b. Unused/Surplus Cables Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location (s).
- c. All wooden scrap, empty wooden cable drums and other combustible packing materials shall be removed from work place to identified location(s).
- d. Roads shall be kept clear and materials like pipes, steel, sand, boulders, concrete chips and bricks, etc. shall not be allowed in the roads to obstruct free movement of men & machineries.
- e. Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f. Water logging on rods shall not be allowed.
- g. No parking of trucks/ trolleys, cranes and trailers etc. shall be allowed on of roads, which may obstruct the traffic movements.
- h. Utmost care shall be taken to ensure over all cleanliness and proper up keep of the working areas.
- i. Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the plant areas.
- j. The contractor shall ensure that the atmosphere in plant area and on roads is free from particulate matter like dust, sand, etc. by keeping the top surface wet for ease in breathing.
- k. At least two exits for any unit area shall be assured at all times.

- I. The contractor shall establish a regular cleaning and basic housekeeping programme that covers all aspects of the workplace to help minimize the risk of slips, trips & falls. The contractor shall take positive measures like keeping the work area tidy, storing waste in suitable containers & harmful items separately, keeping passages, stairways, entrances & exits especially emergency ones clear, cleaning up spillages immediately and replacing damaged carpet/ floor tiles, mats & rugs at once to avoid slips, trips & falls.

3.3 HEALTH, SAFETY AND ENVIRONMENT

3.3.1 Construction Hazards

Contractor shall ensure identification of all occupational health, safety and environmental Hazard in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out job safety analysis (JSA) specifically for high risk jobs like working at height and in confined space, deep excavation. Radiography jobs, electrical installations, blasting operations, dismantling activities, welding/ gas cutting jobs and submit the findings to PMC / OWNER. The necessary HSE measures devised shall be in place prior to start of an activity by the contractor.

A list of construction HZARDS along with their effect and preventive measures is given in Annexure-E.

3.3.2 Safety Practices at Work Places

General Provisions

Contractor shall ensure that

- Solvents, alkalis and other oils are not used to clean the skin.
- Lift the load with back straight and knees bent. The contractor shall ensure at his construction site, no worker lifts by hand or carries overhead or over his back or shoulders any material, article, tool or pipelines exceeding in weight as per The Factory Act 1948 / Rule 38 of Building & Construction Workers Regulation (BOCWR), unless aided by another worker or device.
- Rope ladders are not used at construction sites.
- Workers do not sleep, rest or cook etc. in dangerous places.

Lighting

Contractor shall ensure

- Emergency lighting for personnel safety during night time to facilitate as standby lighting source, if normal system fails
- Artificial lighting should not produce glare or disturbing shadows.

3.3.3 Plant, Machinery, Equipment and Hand Tools

1. General Provisions

Contractor shall ensure that:

- Plant, machinery and equipment including hand tools, both manual and power driven, are provided with protective guards, shields or other devices as required.
- Standard operating procedures are established and used for all plant, machinery and equipment.
- Operators of plant, machinery and equipment are not distracted while work is in progress.
- Plant, machinery and equipment are switched off when not in use and isolated before any adjustment, clearing or maintenance is done.
- Where trailing cables or hose pipes are used they should be kept as short as practicable and not allowed to create a hazard.
- All moving parts of machinery and equipment are enclosed or adequately guarded.
- Every power-driven machine and equipment are provided with adequate means, immediately accessible and readily identifiable to the operator, of stopping it quickly and preventing it from being started again inadvertently.

2. Hand tools

Contractor shall ensure that:

- Hand tools are repaired by competent persons.
- Heads of hammers and other shock tools are timely dressed or ground to a suitable radius on the edge as soon as they begin to mushroom or crack.
- When not in use and while being carried or transported, sharp tools are kept in sheaths, shields, chests or other suitable containers.
- Only insulated or non-conducting tools are used on or near live electrical installations.
- Only non-sparking tools are used near or in the presence of flammable or explosive dusts or vapours.

3. Pneumatic Tools

(i) Contractor shall ensure following for portable pneumatic tools:

- operating triggers so placed as to minimise the risk of accidental starting of the machine.
- operating triggers so arranged as to close the air inlet valve automatically when the pressure of the operator's hand is removed.

(ii) Hose and hose connections for compressed air supply to portable pneumatic tools should be:

- designed and tested for the pressure and service for which they are intended;
- fastened securely on the pipe outlet and equipped with the safety chain, as appropriate.

- (iii) Pneumatic shock tools should be equipped with safety clips or retainers to prevent dies and tools from being accidentally expelled from the barrel.
- (iv) Pneumatic tools should be disconnected from power and the pressure in hose lines released before any adjustment or repair is made.

4 Electrical Tools

Contractor shall ensure for

- regular inspection and maintenance of all electrical tools by a competent electrician and with proper record keeping.
- temporary connected appliance are not to be left connected in the socket. Its plug should be immediately removed after use.

5 Engines

- (i) The contractor should ensure that Engines should:
 - be installed in such a way, so that they can be started safely and the maximum safe speed cannot be exceeded.
 - have controls for limiting speed.
 - have devices to stop them from a safe place in an emergency.
 - have their batteries top covered with insulating material.
 - have radiator fan covers in place.
- (ii) IC engines are not be run in confined spaces unless adequate exhaust ventilation is provided or the exhaust should be installed outside the confined place at suitable height.
- (iii) When IC engines are being fuelled:
 - the engine should be shut off.
 - care should be taken to avoid spilling fuel.
 - no person should smoke or have an naked light in the vicinity.
 - a fire extinguisher should be kept readily available.
- (iv) Secondary fuel reservoir should be placed outside the engine room.

3.3.4 Explosive/ Blasting Operations

Blasting operations shall be carried out as per latest Explosive Rules (Indian/ International) with prior permission. The contractor shall obtain license from Controller of explosives for collection, transportation, storage of explosives as well as for carrying out blasting operations.

3.3.5 Demolition/ Dismantling

The contractor shall adhere to safe demolishing/ dismantling practices at all stages of work to guard against unsafe working practices. The contractor shall disconnect service lines (power, gas supply, water, etc.) / make alternate arrangements prior to start of work and restore them, if required as directed by PMC/ Owner at no extra cost. Before carrying out any demolition/ dismantling work, the contractor shall take prior approval of PMC/Owner in Format No.HSE-9. For revamp jobs in operating plants where location of underground utilities is not known with certainty, the contractor shall depute an experienced person for supervision and shall make adequate arrangements for Fire fighting & First-Aid during the execution of these activities.

3.3.6 Road Safety

The contractor shall ensure adequately planned road transport safety management system. The vehicles shall be fitted with reverse warning alarms & flashing lights and usage of seat belts shall be ensured. The contractor shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations. The maximum allowable speed shall be adhered to. In case of an alert or emergency, the vehicles must clear all the routes, roads, access.

Dumpers, Tippers, etc. shall not be allowed to carry workers within the plant area and also to & from the labour colony. Hydras shall only be allowed for handling the materials at fabrication/ storage yards and in no case shall be allowed to transport the materials. For pipeline jobs, the contractor shall submit a comprehensive plan covering transportation of pipes, movement of side booms, movement of vehicles on the ROW, etc.

3.3.7 Rules & Regulations

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials, substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of PMC/Owner. An indicative list of Statutory Acts & Rules relating to HSE is given under Annexure-D.

3.3.8 Heavy Lifts

The contractor shall submit detailed rigging studies plan for PMC/ Owner approval prior to lifting equipment which cannot be erected with a crane of approx. 100 MT capacity due to constraints of its dimensions, location of foundation height, approach & weight.

Prior to actual lifting activities, contractor shall check the validity of the crane inspection certificate issued by statutory/ competent authority. This requirement shall also apply to all rigging equipment utilized for the job.

Lift Operator should have valid license.

The contractor shall, at all times, be responsible for all rigging activities. Adequate safety measures such as positive barricading, usage of appropriate PPEs, permit to work, etc. shall be taken during all heavy or critical lifts.

3.3.9 Key Performance Indicators

The contractor shall measure an activity in both leading & trailing indicators for statistical and performance measurement. The activities pertaining to key performance indicators are covered in Monthly HSE Report (Format No. HSE-5). The contractor shall try to achieve a statistically fair record and strive for its continual improvement.

3.3.10 Self Assessment and Enhancement

The contractor shall develop a method of check & balance through self-assessment & enhancement techniques and shall explore the opportunities for continual improvement in the HSE system.

3.3.11 Excavation

For all types of excavation works contractor should ensure that:

1. Method of excavation and the type of support work required are decided considering the following:
 - the stability of the ground including the chances of seepage of water;
 - to prevent hazard, the Hydrocarbon lines, water, electrical and other above ground & underground public utilities should be shut off, rerouted or disconnected, if necessary; If such a presence is envisaged, clearance to be taken from respective competent authority/ person.
 - the position of culvert/bridges, temporary roads and spoil heaps should be determined;
 - a signed rough sketch of the excavation site to be prepared and made the workers understand.
2. Excavation works are supervised by a competent person.
3. Sites of excavations should be thoroughly inspected:
 - daily, prior to each shift and after interruption in work of more than one day;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after substantial damage to supports;
 - after a heavy rain, frost or snow;
 - when boulder formations are encountered.
 - for cracks in the nearby buildings or area as the excavation progresses and the same to be reviewed.
4. Vehicles are not to ply too close to excavated area. At least 2 m distance are maintained from edge of excavation or depth of trench whichever is greater. No load, plant or equipment should be placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endanger any person unless precautions such as the provision of shoring or piling are taken to prevent the sides from collapsing.

5. Adequately anchored stop blocks and barriers are provided to prevent vehicles being driven into the excavation. Heavy vehicles should not be allowed near the excavation unless the support work has been specially designed to permit it.
6. If an excavation is likely to affect the stability of a structure on which persons are working, precautions to be taken to protect the structure from collapse.
7. Necessary precautions to be taken for underground utility lines like cables, sewers etc. and necessary approvals/clearances from the concerned authorities shall be obtained before commencement of the excavation job.
8. During / after rains, the soil becomes loose. Additional precaution to be taken against collapse of side wall. During rains excavation should be avoided.
9. In case of mechanised excavation, precaution to be taken to not to allow anybody to come within one meter of extreme reach of the mechanical shovel. This area of reach of mechanical shovel should be marked / barricaded suitably. The mechanised excavator shall be operated by a well-trained experienced operator. When not in operation, the machine shall be kept on firm levelled ground with mechanical shovel resting on ground. Wheel or belt shall be suitably jammed to prevent any accidental movement of the machine. Suitable precautions as per manufacturer guidelines should be taken for dozers, graders and other heavy machines.
10. In case of blasting, follow strictly IS: 4081-1986 & Indian Explosive Act and rules for storage, handling and carrying of explosive materials and execution of blasting operation.

3.3.12 Structural Work, Laying of Reinforcement & Concreting

For all types of structural works contractor should ensure that:

1. General provisions
 - Proper methodology based on the design of the building / structure are developed and approved by competent person before resorting to dismantling / modifications.
 - All works / facilities are certified for structural stabilities by a competent person and on statutory requirement completed before putting to use.
2. Erection and dismantling of steel and prefabricated structures
 - (i) The safety of workers employed on the erection and dismantling of steel and prefabricated structures are ensured by appropriate means, such as provision and use of:
 - ladders, gangways or fixed platforms;
 - platforms, buckets, boatswain's chairs or other appropriate means suspended from lifting appliances;
 - safety harnesses and lifelines supported on properly designed anchor, catch nets or catch platforms;
 - Mechanical / Power-operated mobile working platforms;
 - Proper Personal Protective Equipment.
 - (ii) Steel and prefabricated structures should be so designed and made that they can be safely transported and erected. Route survey required to be carried out from works to construction site route considering the load bearing capacity of the bridges, height of the bridges en-route and

maximum width and length permissible without causing any hazard to public, the route and the equipment.

- (iii) In addition to the need for the stability of the part when erected, the design should explicitly take following into account:
 - the conditions and methods of attachment in the operations of transport, storing and temporary support during erection or dismantling as applicable;
 - Methods for the provision of safeguards such as railings and working platforms, and, when necessary, for mounting them easily on the structural steel or prefabricated parts.
- (iv) The hooks and other devices built in or provided on the structural steel or prefabricated parts that are required for lifting and transporting them should be so shaped, dimensioned and positioned as:
 - to withstand with a sufficient margin the stresses to which they are subjected;
 - Not to set up stresses in the part that could cause failures, or stresses in the structure itself not provided for in the plans, and be designed to permit easy release from the lifting appliance. Lifting points for floor and staircase units should be located (recessed if necessary) so that they do not protrude above the surface;
 - To avoid imbalance or distortion of the lifted load.
- (v) Store places should be so constructed that:
 - there is no risk of structural steel or prefabricated parts falling or overturning;
 - storage conditions generally ensure stability and avoid damage having regard to the method of storage and atmospheric conditions;
 - racks are designed and secured on firm ground so that units cannot move accidentally.
- (vi) While they are being stored, transported, raised or set down, structural steel or prefabricated parts should not be subjected to stresses prejudicial to their stability.
- (vii) Every lifting appliance should:
 - be suitable for the operations and not be capable of accidental disconnection;
 - be approved or tested as per statutory requirement.
- (viii) Lifting hooks should have safety latch (self-closing type).
- (ix) Lifting hooks, Tongs, Clamps and other appliances for lifting structural steel and prefabricated parts should:
 - be of such shape and dimensions as to ensure a secure grip without damaging the part;
 - be marked with the maximum permissible load in the most unfavourable lifting conditions.
 - be periodically inspected and certified to ensure further usage as per requirement of factory act / Building & Construction Workers Regulation (BOCWR).

- (x) Structural steel or prefabricated parts are to be lifted only after rigging plan approved by competent person to prevent them from spinning, slipping or dropping accidentally.
- (xi) When necessary to prevent danger, before they are raised from the ground, structural steel or prefabricated parts are to be provided with safety devices such as railings and working platforms to prevent falls of persons.
- (xii) While structural steel or prefabricated parts are being erected, the workers should be provided with appliances such as guiding ropes for guiding them as they are being lifted and set down, so as to avoid crushing of hands and to facilitate the operations. Use of such appliances should be ensured.
- (xiii) A raised structural steel or prefabricated part should be made so secured and wall units so propped that their stability cannot be affected, even by external factors such as wind and passing loads before its release from the lifting appliance.
- (xiv) At work places, instruction to be given to the workers on the methods, arrangements and means required for the storage, transport, lifting and erection of structural steel or prefabricated parts, and, before erection starts, a meeting of all those responsible should be held to discuss and confirm the requirements for safe erection.
- (xv) During transportation within the construction area, attachments such as slings and straps mounted on structural steel or prefabricated parts are to be securely fastened to the parts. Vehicle loading should be such that the vehicle and the load remain stable at all positions during transportation and unloading.
- (xvi) Structural steel or prefabricated parts are so transported that the conditions do not affect the stability of the parts or the means of transport result in jolting, vibration or stresses due to blows, or loads of material or persons.
- (xvii) When the method of erection does not permit the provision of other means of protection against fall of persons, the workplaces should be protected by guardrails, and if appropriate by toe-boards.
- (xviii) When adverse weather conditions such as snow, hailstorm, rain and wind or reduced visibility, etc. entail risks of accidents, the rigging work should be interrupted after taking necessary safety precautions.

3. Reinforcement

- For supplying of rods at heights, proper staging and/or bundling to be provided.
- Ensure barricading and staging for supplying and fixing of rods at height.
- For short distance carrying of materials on shoulders, suitable pads to be provided.
- While transporting material by trucks/trailers, the rods are not protruded in front of or by the sides of driver's cabin. In case such protrusion cannot be avoided behind the deck, then it should not extend 1/3rd of deck length or 1.5 Meters whichever is less and tied with red flags/lights.

- Reinforcement rods, cut pieces etc. are properly stored at identified locations and the scrap should be disposed off promptly on regular basis.

3.3.13 Cutting / Welding

Common hazards involved in welding/cutting are sparks, molten metal, flying particles, harmful light rays, electric shocks, depletion in O₂ concentration due to generation of toxic gases, etc. Contractor should ensure for the followings: -

- A dry chemical powder (DCP) type fire extinguisher made available in the work area.
- Adequate ventilation ensured by opening manholes and fixing a shield or forced circulation of air etc, while doing a job in confined space.
- Only approved and well-maintained apparatus, such as torches, manifolds, regulators or pressure reducing valves, and acetylene generators, are used. Also their regular calibration where ever necessary.
- The work piece be connected directly to Power supply, and not indirectly through pipelines/ structures/ equipment etc.
- The welding receptacles rated for 63 A suitable for 415V, 3-Phase system with a scraping earth. Receptacles should have necessary mechanical interlocks and earthing facilities.
- Cable coiling to be maintained at minimum level, if not avoidable. Criss-crossing of welding/electrical power supply cables & gas cutting hoses to be avoided. Care to be taken against damage of gas cutting hoses.
- An energised electrode not be left unattended.
- The power source to be turned off at the end of job.
- Acetylene cylinder key for opening valve to be kept on valve stem, while cylinder is in use, so that the acetylene cylinder could be quickly turned off in case of emergency. Use flash back arrestors to prevent back-fire in acetylene/oxygen cylinder.
- When not in use, valves of all cylinders are kept closed.
- All types of cylinders, whether full or empty, are stored at cool, dry place under shed.
- Forced opening of any cylinder valve not to be attempted.
- Lighted gas torch shall not to be left unattended.
- Acetylene and oxygen cylinders are stored separately.
- Full and empty cylinders are stored separately.
- To avoid cylinders coming into contact with heat.
- If cylinders have to be moved, cylinder valves are shut off.
- Matches are not used to light torches, use a friction lighter. Gas torch to be ignited with the lighter only.
- Any leaking cylinder to be removed immediately and capped. No hot work is allowed in the vicinity of such leaked cylinders.
- Hoses are not wrapped around cylinders when in use or stored.
- Hoses are to be protected from flying sparks, hot slag, and other hot objects. Cylinders are to be protected by covering welding blanket while hot work in the vicinity.
- Lubricants are not used on Ox-fuel gas equipment.

3.4 CONTRACTOR:

3.4.1 Apart from the points mentioned above, the following points to be taken care of by Contractor:

- a) The Contractor shall provide safe means of access (at least two, differently located to and egress to any working place including provision of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and OWNER/ PMC. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and healthy of the workmen and protection of surrounding areas.

Contractor shall ensure identification of all Occupational Health, Safety & Environmental hazards in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out Job Safety Analysis (JSA) specifically for high risk jobs like working at height & in confined space, deep excavations, radiography jobs, electrical installations, blasting operations, demolishing / dismantling activities, welding / gas cutting jobs and submit the findings to PMC / Owner. The necessary HSE measures devised shall be in place prior to start of an activity by the contractor.

- b) The Contractor shall ensure that all their staff workers including their sub- Contractor (s) as well as visitors shall wear Cotton Uniform, Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, Respirator, protective goggles, gloves etc. by the personnel as per jobs requirements. All these gadgets shall conform to relevant IS specification equivalent.

The Contractor shall ensure that all their staff, workers and visitors including their sub-contractor(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head & sweat band with ¾" cotton chin strap (made of industrial HDPE), safety shoes with steel toe cap and antiskid sole, full body harness (CE marked and conforming to EN361), protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications / CE or other applicable international standards.

Owner may issue a comprehensive color scheme for helmets to be used by various agencies. The Contractor shall follow the scheme issued by the owner. All Safety / Fire personnel shall preferably wear red colour helmet so that workmen can approach them for guidance during emergencies.

For shot blasting, the usage of protective face shield and helmets, gauntlet and protective clothing is mandatory.

For offshore jobs/contracts, contractor shall provide PPEs (new) to PMC & Owner's personnel, at his (contractor's) cost. All personnel shall wear life jacket at all time.

An indicative list of HSE standards/codes is given under Annexure-A.

The contractor shall issue height permit for working at height after verifying and certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence to personal protective equipments.

The permit shall be issued initially for one week or expected duration of an activity and extended further for the balance duration. This permit shall be applicable in areas where specific clearance from Owner's operation Deptt. / Safety Deptt. is not required. PMC field Engineers / Safety Officers / Area Coordinators may verify and counter sign this permit (as an evidence of verification) during the execution of the job.

In case work is undertaken without taking sufficient precautions as given in the permit, PMC Engineers may cancel the permit and stop the work till satisfactory compliance is arranged. Contractors are expected to maintain a register for issuance of permit and extensions thereof including preserving the used permits for verification during audits etc.

Contractor shall arrange (at his cost) and ensure use of Fall Arrester Systems by his workers. Fall arresters are to be used while climbing / descending tall structures. These arresters should lock automatically against the anchorage line, restricting free fall of the user. The device is to be provided with a double security opening system to ensure safe attachment or release of the user at any point of rope. In order to avoid shock, the system should be capable of keeping the person in vertical position in case of a fall.

Contractor shall ensure that Full body harnesses conforming EN361 and having authorized CC marking is used by all personnel while working at height. The lanyards and life lines should have enough tensile strength to take the load of the worker in case of a fall. One end of the lanyard shall be firmly tied with the harnesses and the other end with life line. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.

Contractor shall provide Roof Top Walk Ladders for carrying out activities on sloping roofs in order to reduce the chances of

slippages and falls.

- c) Contractor shall ensure that a proper Safety Net preferably a knotted one with mesh ropes conforming to IS 5175/ ISO 1140 shall have a border rope & tie cord of minimum 12 mm dia. System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0 metres) below the working surface at site to arrest or to reduce the consequences of possible fall of persons working at different heights

Contractor shall ensure positive isolation while working at different levels like in the pipe rack areas. The working platforms with toe boards & hand rails shall have sufficient space to hold the workmen and the tools & the tackles including the equipment required for executing the job.

- d) Contractor shall ensure that flash back arrestors conforming to BS:6158 or equivalent are installed on all gas cylinders as well as at the torch end of the gas hose, while in use. All cylinders shall be mounted on trolleys and provided with a closing key. The burner and the hose placed downstream of pressure reducer shall be equipped with Flash Back Arrestor / Non Return Valve device. The hoses for acetylene and oxygen cylinders must be of different colours. Their connections to cylinders and burners shall be made with a safety collar. At end of work, the cylinders in use shall be closed and hoses depressurized. All welding machines shall have effective earthing. In order to help maintain good housekeeping, and to reduce fire hazard, live electrode bits shall be contained safely and shall not be thrown directly on the ground.

- e) The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erections of materials and equipment's. Employ only those workers who are qualified, trained and suited by their age, physique, state of health and skill for the job intended to be assigned. All lifting equipment shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to shall be provided by the contractor before starting the actual work/ operation at night.

Contractor shall ensure installation of Safe Load Indicator (SLI) on all cranes (while in use) to minimize overloading risk. SLI shall have capability to continuously monitor and display the load on the hook, and automatically compare it with the rated crane capacity at the operating condition of the crane. The system shall also provide visual and audible warnings at set capacity levels to alert the operator in case of violations.

The contractor shall be responsible for safe

operations of different equipments mobilized and used by him at the workplace like transport vehicles, engines, cranes, mobile ladders, scaffoldings, work tools, etc.

- f) The duties & responsibilities of the contractor worker should include the following:
- To perform work safely as per the job requirement and instructions.
 - To inform all concerned regarding unsafe conditions / and unsafe acts.
 - To wear PPE as stipulated and necessary for the job.
 - To inform promptly to their supervisor regarding all work related incidents resulting in personal injury, illness and/or property damage.
 - To take all necessary and appropriate safety precautions to protect themselves, other personnel and the environment.

- g) Hazardous and/or toxic material such as solvent coating or thinners shall be stored in appropriate containers.

- h) All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured and the matter shall be reported immediately to PMC / Owner.

- i) Contractor shall ensure that during the performance of the work all hazards to the health of personnel have been identified assessed and eliminated.

- j) Chemical spills shall be contained & cleaned up immediately to prevent further contamination.

- k) All personnel exposed to physical agents such as ionizing or non-ionizing radiation ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with type of exposure involved. For ionizing radiation, requirements of Bhabha Atomic Research Centre (BARC)/ Atomic Energy Regulatory Board (AERB) shall be followed.

- l) Where contract or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personal protective equipment's such as gloves, goggles, aprons, chemical resistant clothing and respirator shall be used.

- m) Contractor shall ensure the following facilities at work sites:
 - I) A Crèche where 10 or more female workers are having children below the age of 6 years.
 - II) Reasonable Canteen facilities are made available at appropriate location depending upon site conditions.
- n) The Contractor shall arrange medical examination of all his employees before employing, after illness or injury. If it appears that the illness or injury might have affected his fitness and thereafter, at periodicity stipulated under Factor Act/Building & Construction Workers Regulation shall be followed.
- o) The contractor shall ensure at a construction site an occupational health centre mobile or static is provided and maintained in good order. Services and facilities as per the scale lay down under Factory Act & Rules/Building & Construction Workers Regulations.
- p) Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labor camps, commensurate with applicable Laws/Legislation.
- q) Contractor shall ensure storage and utilization methodology of material that are not detrimental to the environment. Wherever required Contractor shall ensure that only the environment friendly material are selected.

Emphasize on recycling of waste materials such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored and disposed of safely. In no way, toxic spills shall be allowed to percolate into the ground. The contractor shall not use the empty areas for dumping the wastes.

- r) All person deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulation relating to the hazardous materials substance and wastes. Contractors shall not dump, release or otherwise discharge or dispose off any such materials without the authorization of OWNER/ PMC.

Suitable scaffoldings shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that can be safely done using ladders. When a ladder is used, an extra workman shall be engaged for holding the ladder.

The contractor shall ensure that the scaffolds used during construction activities shall be strong enough to take the

designed load. Owner / PMC reserves the right to ask the contractor to submit certification and or design calculations from his Engineering regarding load carrying capacity of the scaffoldings.

All scaffolds shall be inspected by a Scaffolding Inspector of the contractor. He shall paste a GREEN tag on each scaffold found safe and a RED tag on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and RED ones shall immediately be removed from the site.

All electrical installations / connections shall be carried out as per the provisions of latest revision of following codes/standards, in addition to the requirements of Statutory Authorities and IE / applicable international rules & regulations:

- OISO SID 173 : Fire prevention & protection system for electrical installations
- SP 30 (BIS) : National Electric Code

3.4.2 Requirement for Electrical Installation

All electrical installations shall be approved by the concerned statutory authorities.

- The contractor shall meet the following requirements:
 - i) Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical / applicable international regulations.
 - ii) Shall deploy qualified & licensed electricians for proper & safe installation and for regular inspection of construction power distribution system / points including their earthing. A copy of the license shall be submitted to PMC / Owner for records. Availability of at least one competent licensed electrician shall be ensured at site round the clock to attend to the normal / emergency jobs.
 - iii) All switchboards / welding machines shall be kept in well-ventilated & covered shed. The shed shall be elevated to avoid water logging. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.

- iv) Fire extinguishers and insulating mats shall be provided in all power distribution centers.
- v) Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.
- vi) Proper housekeeping shall be done around the electrical installations.
- vii) All temporary installations shall be tested before energising, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.
- viii) All welders shall use hand gloves irrespective of holder voltage.
- ix) Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.
- x) Operation of earth leakage device shall be checked regularly by temporarily connecting series test lamp (2 bulbs of equal rating connected in series) between phase and earth.
- xi) Regular inspection of all installations (at least once in a month)
- xii) Treat all circuits as "LIVE" unless ensured otherwise.
- xiii) Electrical "Lock Out - Tag Out (LOTO)" procedure be followed for work on electrical system.
- xiv) Two separate and distinct connections to earth grid for all electrical equipment operating above 250V.
- xv) Electrical switch boards, portable tools, equipment (like grinding machine etc.) don't get wet during their usage. If it happens, stop the main supply, make the tools dry, check for specified insulation value and then only use them. Check proper earthing. All temporary switch boards/ KIOSKS put up at work site should be suitably protected from rain and the level of same should be high enough to avoid contact with water due to water logging.
- xvi) Unarmoured cable directly on ground, wall, roof or trees are not to be laid. All temporary cables are laid at least

750 mm below ground and cable markers are provided. Proper sleeves provided at road crossings. In case temporary cables are required to be laid on wooden poles/steel poles, the minimum cable heights should be 4.5M.

- xvii) Electrical wires/equipment are protected from water and naked flames.
- xviii) Illuminate level in all the work areas are in line with OISD-RP-149.
- xix) All parts of electrical installations so constructed, installed and maintained as to prevent danger of electric shock, fire and explosion. Periodic checking of electrical safety appliances such as gloves, insulating mats, hoods etc. to be done/witnessed in line with OISD-STD-137, and records to be maintained duly endorsed by the concerned.
- xx) A notice displaying following, is kept exhibited at suitable places in local language also:
 - prohibiting unauthorized persons from entering electrical equipment rooms or from handling or interfering with electrical apparatus;
 - containing directions as to procedures in case of fire, rescue of persons in contact with live conductors and the restoration of persons suffering from electric shock;
 - Specifying the person to be notified in case of electrical accident or dangerous occurrence, and indicating how to communicate with him.
- xxi) No other cables/pipes to be laid in trench used for electrical cables.
- xxii) Utmost care is taken while excavating Earth from cable trench to avoid damage or any accident.
- xxiii) Sub-station floor cut-outs meant for switch board installations to be covered wherever installation is incomplete.
- xxiv) Flameproofness integrity of all flameproof equipment /fittings/fixtures are ensured at all times.

NOTE: A Residual Current Operated Circuit Breaker (RCCB) or Earth Leakage Circuit Breaker (ELCB), when installed, protects a human being to the widest extent. RCCB or ELCB should be provided as per latest CEA Safety Regulation.

3.4.2.1 Inspection and maintenance

- A careful external examination of the equipment and conductors, especially the flexible cables are made at the beginning of every shift by the person using the electrical equipment.
- Apart from some exceptional cases subject to work permits, work on or near live parts of electrical equipment is forbidden. Before starting any work on conductors and/or equipment, it is to be ensured that: power supply should be isolated by an authorized person following the concept of LOTO;
- After work has been done on conductors and/or equipment, the power supply should only be switched on again after work permit is returned back, lock/tag on isolated feeder are removed and the workplace is reported safe.
- Only approved and tested tools and personal protective equipment such as rubber gloves, arc flash suit etc. are provided to the Electricians.

3.4.2.2 The following features shall also be ensured for all electrical installations during construction phase by the contractor:

- i) Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.
- ii) The outgoing feeders shall be double or triple pole switches with fuses/ MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.
- iii) The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. The earth leakage device shall have an operating current not exceeding 30 mA.
- iv) All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.
- v) All single phase sockets shall be minimum 3 pin type only. All unused sockets shall be provided with socket caps.
- vi) Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm² copper shall be used for all single phase hand tools.
- vii) Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.
- viii) All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multistrand wires / cables.

- ix) Cables shall be free from any insulation damage.
- x) Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25M of buried trench route. When laid above ground, cables shall be properly cleated or supported on rigid poles of at least 2 M high. Minimum head clearance of 6 meters shall be provided at road crossings.
- xi) Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.
- xii) All cable joints shall be done with proper jointing kit. No taped / temporary joints shall be used.
- xiii) An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armoured cables, the armour shall be bonded to the earthing system.
- xiv) All cables and wire rope used for earth connections shall be terminated through tinned copper lugs.
- xv) In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour.
- xvi) Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.
- xvii) ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

3.4.3 Environment Management

- i. The Contractor shall use construction equipment designed and equipped to minimise or control air pollution & noise pollution. He shall maintain evidence of such design and equipment and make these available for inspection by employer/owner.
- ii. The Contractor shall consider noise as an environmental constraint in his design, planning and execution of the Works and provide demonstrable evidence of the same. The Contractor shall, take all appropriate measures to ensure that work carried out by the Contractor, whether on or off the Site, will not cause any

- unnecessary or excessive noise.
- iii. Protection against the effects of occupational noise exposure should be provided when the sound levels exceed the threshold values as prescribed

3.4.4 General Care

- i. The contractor shall identify all operations that can adversely affect the health of its workers and issue & implement mitigation measures.
- ii. For surface cleaning operations, sand blasting shall not be permitted even if not explicitly stated elsewhere in the contract.
- iii. To eliminate radiation hazard, Tungsten electrodes used for Gas Tungsten Arc Welding shall not contain Thorium.
- iv. Appropriate respiratory protective devices shall be used to protect workmen from inhalation of air borne contaminants like silica, asbestos, gases, fumes, etc.
- v. Workmen shall be made aware of correct methods for lifting, carrying, pushing & pulling of heavy loads. Wherever possible, manual handling shall be replaced by mechanical lifting equipments.
- vi. For jobs like drilling / demolishing / dismantling where noise pollution exceeds the specified limit of 85 decibels, ear muffs shall be provided to the workers.
- vii. To avoid upper limb disorders and backaches, Display Screen Equipments' workplace stations shall be carefully designed & used with proper sitting postures. Power driven hand-held tools shall be maintained in good working condition to minimize their vibrating effects and personnel using these tools shall be taught how to operate them safely & how to maintain good circulation in hands.
- viii. The contractor shall arrange health check up for all the workers at the time of induction. Health check may have to be repeated if the nature of duty assigned to him is changed necessitating health check or doubt arises about his wellness. PMC / Owner reserve the right to ask the contractor to submit test reports.

3.4.5 Weather Protection

Contractor shall take appropriate measures to protect workers from severe storms, solar radiations, poisonous gases, dust, etc. by ensuring proper usage of PPEs like Sun glasses, Sun screen lotions, respirators, dust masks, etc. and rearranging / planning the construction activities to suit the weather conditions.

3.4.6 Communication

All persons deployed at the work site shall have access to effective

3.4.10 Training

Contractor shall ensure that all his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in a language understood by them and should specifically be trained about

- Potential hazards to which they may be exposed at their workplace
- Measures available for prevention and elimination of these hazards

The topics during training shall cover, at the minimum;

- Education about hazards and precautions required
- Emergency and evacuation plan
- HSE requirements
- Fire fighting and First-Aid
- Use of PPEs
- Local laws on intoxicating drinks, drugs, smoking in force

Records of the training shall be kept and submitted to Owner whenever demanded.

For offshore and jetty jobs, contractor shall ensure that all personnel deployed have undergone a structured sea survival training including use of lifeboats, basket landing, use of radio communication etc. from an agency acceptable to HNGPL.

3.4.11 Inspection

The contractor shall carryout daily HSE inspection and record observations at a central location. These inspection records shall be freely accessible to Owner. The contractor shall also assist Owner during the HSE inspections conducted by them.

3.4.12 Additional Safety Requirements for Working Inside a Running Plant/ Pipe Laying in Existing ROU

As a minimum, the contractor shall ensure adherence to following safety requirements while working in or in the close vicinity of an operating plant :

- a) Contractor shall obtain permits for Hot work, Cold work, Excavation and Confined Space from Owner in the prescribed format.
- b) The contractor shall monitor, record and compile list of his workers entering the operational plant/unit each day and ensure & record their return after completing the job.
- c) Contractor's workers and staff members shall use designated entrances and proceed by designated routes to work areas only assigned to them. The workers shall not be allowed to enter units' area, tanks area, pump rooms, etc. without work authorization permit.
- d) Work activities shall be planned in such a way so as to minimize

the disruption of other activities being carried out in an operational plant / unit and activities of other contractors.

- e) The contractor shall submit a list of all chemicals / toxic substances that are intended to be used at site and shall take prior approval of the Owner.
- f) Specific training on working in a hydrocarbon plant shall be imparted to the work force and mock drills shall be carried out for Rescue operations / First-Aid measures.
- g) Proper barricading / cordoning of the operational units / plants shall be done before starting the construction activities. No unauthorized person shall be allowed to trespass. The height and overall design of the barricading structure shall be finalized in consultation with the Owner and shall be got approved from the Owner.
- h) Care shall be taken to prevent hitting underground facilities such as electrical cables, hydrocarbon piping during execution of work.
- i) Barricading with water curtain shall be arranged in specific/critical areas where hydrocarbon vapors are likely to be present such as near horton spheres or tanks. Positioning of fire tenders (from owner) shall also be ensured during execution of critical activities.
- j) Emergency evacuation plan shall be worked out and all workmen shall be apprised about evacuation routes. Mock drill operations may also be conducted.
- k) Flammable gas test shall be conducted prior to any hot work using appropriate measuring instruments. Sewers, drains, vents or any other gas escaping points shall be covered with flame retardant tarpaulin.
- l) Respiratory devices shall be kept handy while working in confined zones where there is a danger of inhalation of poisonous gases. Constant monitoring of presence of Gas / Hydrocarbon shall be done.
- m) Clearance shall be obtained from all parties before starting hot tapping, patchwork on live lines and work on corroded tank roof.
- n) Positive isolation of line/equipment by blinding for welding/cutting/grinding shall be done. Closing of valve will not be considered sufficient for isolation.
- o) Welding spatters shall be contained properly and in no case shall be allowed to fall on the ground containing oil. Similar care shall be taken during cutting operations.
- p) The vehicles, cranes, engines, etc. shall be fitted with spark arresters

on the exhaust pipe and got it approved from Safety Department of the Owner.

- q) Plant air should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.
- r) Gas detectors should be installed in gas leakage prone areas as per requirement of Owner's plant operation personnel.
- s) An experienced full time safety personnel shall be exclusively deployed to monitor safety aspects in running plants.
- t) Standard SOP to be followed while laying new pipeline in existing/ common ROU and all safety precaution taken as per requirement.

3.5 HSE PROMOTION

- 3.5.1 The contractor shall encourage his workforce to promote HSE efforts at workplace by way of organizing workshops / seminars / training programmes, celebrating HSE awareness weeks & National Safety Day, conducting quizzes & essay competitions, distributing pamphlets, posters & material on HSE, providing incentives for maintaining good HSE practices and granting bonus for completing the job without any lost time accident.
- 3.5.2 The contract employees should be suitably rewarded as per a scheme, with monetary benefits/ prizes for proactive actions like timely reporting of the Near miss incidents/ Unsafe conditions/ Unsafe Acts based on the accident potential if it could have occurred

4.0 DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

4.1 ON AWARD OF CONTRACT

The Contractor shall prior to start of work submit his Health, Safety and Environment Manual of procedure and HSE Plans for approval by OWNER/PMC. The Contractor shall participate in the pre-start meeting with OWNER/PMC to finalize HSE plans including the following.

- Job procedure to be followed by Contractor for activities covering Handling of equipment's, Scaffolding, Electric Installation, describing the risks involved, actions to be taken and methodology for monitoring each.
- Organizations structure along with responsibility and authority records/ reports etc. on HSE activities.

4.2 DURING JOB EXECUTION

- 4.2.1 Implement approved Health, Safety and Environment management procedure including but not limited to as brought out under para 3.0. Contractor shall also ensure to:

- Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc. as applicable.

- Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of Chemicals/explosives materials and its use and implement all precautions mentioned therein
- Submit timely the completed check list on HSE activities, Monthly HSE report, accident report, investigation report, etc. as per OWNER requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to OWNER.
- Ensure that resident Engineers/Site-In-Charge of the Contractor shall attend all the Safety Committee/HSE meeting arranged by OWNER only in case of his absence from site, a seconds senior most person shall be nominated by him in advance and communicated to OWNER.
- Display at site office and work locations caution boards, list of hospitals for emergency services available.
- Provided posters, banners, for safe working to promote safety consciousness
- Carryout audits/inspection at sub -Contractor work as per approved HSE documents & submit the reports for OWNER review.
- Assist in HSE audits by OWNER and submit compliance report.
- Generate & submit HSE records/ reports as per HSE Plan.
- Appraise OWNER/PMC on HSE activities at site.

5.0 **RECORDS**

At the minimum, the contractor shall maintain/ submit HSE records in the following reporting formats:

1	HSE Checklist cum compliance report	HSE-1
2	Accident / Incident Report	HSE-2
3	Supplementary Accident / Incident Investigation report	HSE-3
4	Near Miss Incident Report	HSE-4
5	Monthly HSE Report	HSE-5
6	Permit for working at height	HSE-6
7	Permit for working in confined space	HSE-7
8	Permit for radiation work	HSE-8
9	Permit for demolishing / dismantling	HSE-9

A. I.S. CODES ON HSE

SP:53	Safety code for the use, Care and protection of hand operated tools.
IS: 818	Code of practice for safety and health requirements in electric and gas welding and cutting operations
IS: 1179	Eye and Face precautions during welding, equipment etc.
IS: 1860	Safety requirements for use, care and protection of abrasive grinding wheels.
IS: 1989(Part-I & II)	Leather safety boots and shoes
IS: 2925	Industrial Safety Helmets
IS: 3016	Code of practice for fire safety precautions in welding and cutting operations.
IS: 3043	Code of practice for earthing.
IS: 3764	Code of safety for excavation work
IS: 3786	Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents.
IS: 3996	Safety Code of scaffolds and ladders.
IS: 4082	Recommendation on stacking and storage of construction materials and components at site.
IS: 4770	Rubber gloves for electrical purposes
IS: 5121	Safety code for piling and other deep foundations
IS: 5216 (Part-I)	Recommendations on Safety procedures and practices in electrical works
IS: 5557	Industrial and Safety rubber lined boots.
IS: 5983	Eye protectors
IS:6519	Selection, care and repair of Safety footwear
IS: 6994 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 7293	Safety Code for working with construction Machinery
IS: 8519	Guide for selection of industrial safety equipment for body

protection

IS: 9167	Ear protectors
IS: 11006	Flash back arrestor (Flame arrestor)
IS:11016 operation	General and safety requirements for machine tools and their
IS: 11057	Specification for Industrial safety nets
IS: 11226	Leather safety footwear having direct moulded rubber sole
IS: 11972	Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367	Code of practice-safe use of cranes
IS: 13416 at working place	Recommendations for preventive measures against hazards

B. INTERNATIONAL STANDARDS ON HSE

Safety Glasses	:	ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646 / 58211
Safety Shoes	:	ANSI Z 41.1, AS 2210, EN 345
Hand Gloves	:	BS 1651
Ear Muffs	:	BS 6344, ANSI S 31.9
Hard Hat	:	ANSI Z 89.1 / 89.2, AS 1808, BS 5240, DIN 4840
Goggles	:	ANSI Z 87.1
Face Shield	:	ANSI Z 89.1
Breathing Apparatus	:	BS 4667, NIOSH
Welding & Cutting	:	ANSI Z 49.1
Safe handling of compressed Gases in cylinders	:	P-1 (Compressed Gas Association 1235 Jefferson Davis Highway, Arlington VA 22202 – USA)

C. OISD – 192 – SAFETY PRACTICES DURING CONSTRUCTION

D. OISD – 207 – CONTRACTOR SAFETY

ANNEXURE- B**DETAILS OF FIRST AID BOX**

SL. NO	DESCRIPTION	QUANTITY
1.	Small size Roller Bandages, 1 inch wide (Finger Dressing small)	6 Pcs.
2.	Medium size Roller Bandages, 2 inch wide (Hand and Foot Dressing)	6 Pcs.
3.	Large size Roller Bandages, 4 inch wide (Body Dressing Large)	6 Pcs.
4.	Large size Burn Dressing (Burn Dressing Large)	4 Pkts.
5.	Cotton wool (20 gms packing)	4 Pkts.
6.	Antiseptic Solution Dettol (100 ml.) or Savlon	1 Bottle
7.	Mercurochrome Solution (100 ml.) 2% in water	1 Bottle
8.	Ammonia Solution (20 ml.)	1 Bottle
9.	A Pair of Scissors	1 Piece
10.	Adhesive Plaster (1.25 cm x 5 m)	1 Spool
11.	Eye pads in Separate Sealed Packet	4 Pcs.
12.	Tourniquet	1 No.
13.	Safety Pins	1 Dozen
14.	Tinc. Iodine / Betadin (100 ml.)	1 Bottles
15.	Ointment for burns (Burnol 20 gms.)	1 Bottle
16.	Polythene Wash cup for washing eyes	1 No.
17.	Potassium Permanganate (20 gms.)	1 Pkt.
18.	Tinc. Benzoine (100 ml.)	1 Bottle
19.	Triangular Bandages	2 Nos.
20.	Band Aid Dressing	5 Pcs.
21.	Iodex / Moov (25 gms.)	1 Bottle
22.	Tongue Depressor	1 No.
23.	Boric Acid Powder (20 gms.)	2 Pkt.
24.	Sodium Bicarbonate (20 gms.)	1 Pkt.
25.	Dressing Powder (Nebasulf) (10 gms.)	1 Bottle
26.	Medicinal Glass	1 No.
27.	Duster	1 No.
28.	Booklet (English & Local Language)	1 No. each
29.	Soap	1 No.
30.	Toothache Solution	1 No.
31.	Eye Ointment	1 Bottle
32.	Vicks (22 gms.)	1 Bottle
33.	Forceps	1 No.
34.	Cotton Buds (5 nos.)	1 Pkt.
35.	Note Book	1 No.
36.	Splints	4 Nos.
37.	Lock	1 Piece
38.	Life Saving/Emergency/Over-the Counter Drugs	As decided at site
	Box size : 14" x 12" x 4"	

Note : The medicines prescribed above are only indicative. Equivalent medicines can also be used. A prescription, in this regard, shall be required from a qualified Physician.

ANNEXURE – C

TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

Fire	Water	Foam	Fire Extinguishers CO2	Dry Powder	Multi Purpose (ABC)
Originated from paper, clothes, wood	√	√	Can control minor surface fires	Can control minor surface fires	√
Inflammable Liquid like alcohol, diesel, petrol, edible oils, bitumen	x	√	√	√	√
Originated from gases like LPG, CNG, H2	x	x	√	√	√
Electrical Fires	x	x	√	√	√

Legend : √ Can be used
 x Not to be used

Note : Fire extinguishing equipment must be checked at least once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.

Indicative List of Statutory Acts & Rules Relating to HSE

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules.
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of service) Act
- Other statutory acts Like EPF, ESIS, Minimum Wage Act.

ANNEXURE – E

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(A) EXCAVATION Pit Excavation up to 3.0m	➤ Falling into pit	➤ Personal injury	<ul style="list-style-type: none"> ➤ Provide guard rails/barricade with warning signal. ➤ Provide at least two entries/exits. ➤ Provide escape ladders.
	➤ Earth Collapse	➤ Suffocation / Breathlessness Buried	<ul style="list-style-type: none"> ➤ Provide suitable size of shoring and strutting, if required. ➤ Keep soil heaps away from the edge equivalent to 1.5m or depth of pit whichever is more. ➤ Don't allow vehicles to operate too close to excavated areas. Maintain at least 2m distance from edge of cut. ➤ Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock. ➤ Battering/benching the sides.
	<ul style="list-style-type: none"> ➤ Contact with buried electric cables ➤ Gas/ Oil Pipelines 	<ul style="list-style-type: none"> ➤ Electrocutation ➤ Explosion 	<ul style="list-style-type: none"> ➤ Obtain permission from competent authorities, prior to excavation, if required. ➤ Locate the position of buried utilities by referring to plant drawings. ➤ Start digging manually to locate the exact position of buried utilities and thereafter use

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			flames are to be strictly prohibited.
	➤ Scattering of stone pieces in atmosphere	➤ Can hurt people	➤ Use PPE like goggles, face mask, helmets etc.
Rock excavating by blasting (Contd)	➤ Entrapping of persons/ animals.	➤ May cause severe injuries or prove fatal	➤ Barricade the area with red flags and blow siren before blasting.
	➤ Misfire	➤ May explode suddenly	➤ Do not return to site for at least 20 minutes or unless announced safe by designated person.
Piling Work	➤ Failure of pile-driving equipment	➤ Can hurt people	➤ Inspect Piling rigs and pulley blocks before the beginning of each shift.
	➤ Noise pollution	➤ Can cause deafness and psychological imbalance	➤ Use personal protective equipments like ear plugs, muffs, etc.
	➤ Extruding rods / casing	➤ Can hurt people	➤ Barricade the area ➤ an install sign boards ➤ Provide first-aid
	➤ Working in the vicinity of 'Live-Electricity'	➤ Can cause electrocution / asphyxiation	➤ Keep sufficient distance from Live-Electricity as per IS code. ➤ Shut off the supply, if possible ➤ Provide artificial/rescue breathing to he injured.
(B) CONCRETING	➤ Air pollution by cement	➤ May affect Respiratory System	➤ Wear respirators or cover mouth and nose with wet cloth.
	➤ Handling of ingredients	➤ Hand s may get injured	➤ Use gloves and other PPE.
	➤ Protruding reinforcement rods.	➤ Feet may get injured	➤ Use Safety shoes. ➤ Provide platform above reinforcement for movement of workers.
	➤ Earthing of electrical mixers,	➤ Can cause electrocution / asphyxiation	➤ Ensure earthing of equipments and proper functioning of

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	vibrators, etc. not done		electrical circuit before commencement of work.
	➤ Falling of materials from height	➤ Persons may get injured	<ul style="list-style-type: none"> ➤ Use hard hats ➤ Remove surplus material immediately from work place ➤ Ensure lighting arrangements during night hours.
	➤ Continuous pouring by same gang	➤ Cause tiredness of workers and may lead to accident.	<ul style="list-style-type: none"> ➤ Insist on shift pattern ➤ Provide adequate rest to workers between subsequent pours.
	➤ Revolving or concrete mixer/ vibrators	➤ Parts of body or clothes may get entrapped.	<ul style="list-style-type: none"> ➤ Allow only mixers with hopper ➤ Provide safety cages around moving motors ➤ Ensure proper mechanical locking of vibrator
Super-structure	<ul style="list-style-type: none"> ➤ Same as above plus ➤ Deflection in props or shuttering material 	➤ Shuttering / props may collapse and prove fatal	<ul style="list-style-type: none"> ➤ Avoid excessive stacking on shuttering material ➤ Check the design and strength of shuttering material before commencement of work ➤ Rectify immediately the deflection noted during concreting
	➤ Passage to work place	➤ Improperly tied and designed props / planks may collapse	<ul style="list-style-type: none"> ➤ Ensure the stability and strength of passage before commencement of work ➤ Do not overload and under the passage.
(C) REINFORCEMENT	➤ Curtailment and binding of rods	➤ Persons may get injured	<ul style="list-style-type: none"> ➤ Use PPE like gloves, shoes, helmets, etc. ➤ Avoid usage of shift tools
	➤ Carrying of rods for short distance/ at	➤ Workers may injure their hands and shoulders	➤ Provide suitable pads on shoulders and use safety

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	➤ heights		<ul style="list-style-type: none"> ➤ gloves. ➤ Tie up rods in easily liftable bundles ➤ Ensure proper staging.
	➤ Checking of clear distance/ cover with hands	➤ Rods may cut or injure the finger	➤ Use measuring devices tape, measuring rods, etc.
	➤ Hitting projected rods and standing on cantilever rods	➤ Persons may get injured and fall down	<ul style="list-style-type: none"> ➤ Use safety shoes and avoid standing unnecessarily on cantilever rods ➤ Avoid wearing loose clothes
	➤ Falling of material from height	➤ May prove fatal	<ul style="list-style-type: none"> ➤ Use helmets ➤ Provide safety nets
	➤ Transportation of rods by trucks / trailers	➤ Protruded rods may hit the persons	<ul style="list-style-type: none"> ➤ Use red flags/lights at the ends ➤ Do not protrude the rods in front of or by the side of driver's cabin. ➤ Do not extend the rods 1/3rd of deck length or 1.5 m which is less
(D) WELDING AND GAS CUTTING	➤ Welding radiates invisible ultraviolet and infrared rays	➤ Radiation can damage eyes and skin.	<ul style="list-style-type: none"> ➤ Use specified shielding devices and other PPE of correct specifications ➤ Avoid throated tungsten electrodes for GTAW.
	➤ Improper placement of oxygen and acetylene cylinders	➤ Explosion may occur	<ul style="list-style-type: none"> ➤ Move out any leaking cylinder ➤ Keep cylinder in vertical position ➤ Use trolley for transportation of cylinders and chain them ➤ Use flash back arrestors
	➤ Leakage / cuts in hoses	➤ May cause fire	<ul style="list-style-type: none"> ➤ Purge regulators immediately and then turn off ➤ Never use grease or

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			<p>oil on oxygen line connections and copper fittings on acetylene lines</p> <ul style="list-style-type: none"> ➤ Inspect regularly gas carrying hoses ➤ Always use red hose for acetylene & other fuel gases and black for oxygen.
	<ul style="list-style-type: none"> ➤ Opening-up of cylinder 	<ul style="list-style-type: none"> ➤ Cylinder may burst 	<ul style="list-style-type: none"> ➤ Always stand back from the regulator while opening the cylinder ➤ Turn valve slowly to avoid bursting ➤ Cover the lug terminals to prevent short circuiting.
	<ul style="list-style-type: none"> ➤ Welding of tanks, container or pipes storing flammable liquids 	<ul style="list-style-type: none"> ➤ Explosion may occur 	<ul style="list-style-type: none"> ➤ Empty & purge them before welding ➤ Never attach the ground cable to tanks, container or pipe storing flammable liquids ➤ Never use LPG for gas cutting
(E) RADIOGRAPHY	<ul style="list-style-type: none"> ➤ Ionizing Radiation 	<ul style="list-style-type: none"> ➤ Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc. 	<ul style="list-style-type: none"> ➤ Ensure safety regulations as per BARC/AERB before commencement of job. ➤ Cordon off the area and install Radiation warning symbols ➤ Restrict the entry of unauthorized persons ➤ Wear appropriate PPE and film badges issued by BARC/AERB
	<ul style="list-style-type: none"> ➤ Transportation and Storage of Radiography source 	<ul style="list-style-type: none"> ➤ Same as above 	<ul style="list-style-type: none"> ➤ Never touch or handle radiography source with hands ➤ Store radiography source inside a pit in an exclusive isolated

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			<p>storage room with lock and key arrangement. The pit should be approved by BARC/AERB</p> <ul style="list-style-type: none"> ➤ Radiography source should never be carried either in passenger bus or in a passenger compartment of trains. ➤ BARC/AERB have to be informed before source movement. ➤ Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.
	<ul style="list-style-type: none"> ➤ Loss of Radio isotope 	<ul style="list-style-type: none"> ➤ Same as above 	<ul style="list-style-type: none"> ➤ Try to locate with the help of Survey Meter. ➤ Inform BARC/AERB(*) <p>(*) Atomic Energy Regulatory Board (AERB), Bhabha Atomic Research Centre (BARC) Anushaktinagar, Mumbai – 400 094</p>
(F) ELECTRICAL INSTALLATION AND USAGE	<ul style="list-style-type: none"> ➤ Short circuiting 	<ul style="list-style-type: none"> ➤ Can cause Electrocution or Fire 	<ul style="list-style-type: none"> ➤ Use rubberized hand gloves and other PPE ➤ Don't lay wires under carpets, mats or door ways. ➤ Allow only licensed electricians to perform on electrical facilities ➤ Use one socket for one appliance ➤ Ensure usage of only fully insulated wires or cables ➤ Don't place bare wire ends in a socket

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			<ul style="list-style-type: none"> ➤ Ensure earthing of machineries and equipments ➤ Do not use damaged cords and avoid temporary connections ➤ Use spark-proof/flame proof type field distribution boxes. ➤ Do not allow open/bare connections ➤ Provide all connections through ELCB ➤ Protect electrical cables / equipment's from water and naked flames ➤ Check all connections before energizing.
	<ul style="list-style-type: none"> ➤ Overloading of Electrical System 	<ul style="list-style-type: none"> ➤ Bursting of system can occur which leads to fire 	<ul style="list-style-type: none"> ➤ Display voltage and current ratings prominently with 'Danger' signs. ➤ Ensure approved cable size, voltage grade and type. ➤ Switch off the electrical utilities when not in use. ➤ Do not allow unauthorized connections. ➤ Ensure proper grid wise distribution of Power.
	<ul style="list-style-type: none"> ➤ Improper laying of overhead and underground transmission lines / cables 	<ul style="list-style-type: none"> ➤ Can cause electrocution and prove fatal 	<ul style="list-style-type: none"> ➤ Do not lay unarmored cable directly on ground, wall, roof of trees ➤ Maintain at least 3m distance from HT cables ➤ All temporary cables should be laid at least 750 mm below ground on 100 mm

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			fine sand overlying by brick soling ➤ Provide proper sleeves at crossings/ intersections ➤ Provide cable route markers indicating the type and depth of cables at intervals not exceeding 30m and at the diversions / termination.
(G) FIRE PREVENTION AND PROTECTION	➤ Small fires can become big ones and may spread to the surrounding areas	➤ Cause burn injuries and may prove fatal.	➤ In case a fire breaks out, press fire alarm system and shout "Fire, Fire" ➤ Keep buckets full of sand & water/fire extinguishing equipment near hazardous locations ➤ Confine smoking to 'Smoking Zones' only ➤ Train people for using specific type of fire equipments under different classes of fire ➤ Keep fire doors/ shutters, passages and exit doors unobstructed ➤ Maintain good house keeping and first-aid boxes (for detail refer Annex-2) ➤ Don't obstruct access to Fire extinguishers ➤ Do not use elevators for evacuation during fire ➤ Maintain lightening arrestors for elevated structures ➤ Stop all electrical motors with internal combustion. ➤ Move the vehicles from dangerous

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			<ul style="list-style-type: none"> locations. ➤ Remove the load hanging from the crane booms. ➤ Remain out of the danger areas.
	<ul style="list-style-type: none"> ➤ Improper selection of Fire Extinguisher 	<ul style="list-style-type: none"> ➤ It may not extinguish the fire 	<ul style="list-style-type: none"> ➤ Ensure usage of correct fire extinguisher meant for the specified fire (for details refer Annexure-C) ➤ Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/CO₂/sand or earth.
	<ul style="list-style-type: none"> ➤ Improper storage of highly inflammable substances 	<ul style="list-style-type: none"> ➤ Same as above 	<ul style="list-style-type: none"> ➤ Maintain safe distance of flammable substances from source of ignition ➤ Restrict the distribution of flammable materials to only min. necessary amount ➤ Construct specifically designed fuel storage facilities ➤ Keep chemicals in cool and dry place away from hat. Ensure adequate ventilation ➤ Before welding operation, remove or shield the flammable material properly ➤ Store flammable materials in stable racks, correctly labeled preferably with catchments trays. ➤ Wipe off the spills immediately

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	<ul style="list-style-type: none"> ➤ Short circuiting of electrical system 	<ul style="list-style-type: none"> ➤ Same as above ➤ Can cause Electrocutation 	<ul style="list-style-type: none"> ➤ Don't lay wires under carpets, mats or door ways ➤ Use one socket for one appliance ➤ Use only fully insulated wires or cables ➤ Do not allow open/bare connections ➤ Provide all connections through ELCB ➤ Ensure earthing of machineries and equipments
(H) VEHICULAR MOVEMENT	<ul style="list-style-type: none"> ➤ Crossing the Speed Limits (Rash driving) 	<ul style="list-style-type: none"> ➤ Personal injury 	<ul style="list-style-type: none"> ➤ Obey speed limits and traffic rules strictly ➤ Always expect the unexpected and be a defensive drive ➤ Use seat belts/helmets ➤ Blow horn at intersections and during overtaking operations. ➤ Maintain the vehicle in good condition ➤ Do not overtake on curves, bridges and slopes
	<ul style="list-style-type: none"> ➤ Adverse weather condition 	<ul style="list-style-type: none"> ➤ Same as above 	<ul style="list-style-type: none"> ➤ Read the road ahead and ride to the left ➤ Keep the wind screen and lights clean ➤ Do not turn at speed ➤ Recognize the hazard, understand the defense and act correctly in time.
	<ul style="list-style-type: none"> ➤ Consuming alcohol before and during he 	<ul style="list-style-type: none"> ➤ Same as above 	<ul style="list-style-type: none"> ➤ Alcohol and driving do not mix well. Either choose

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	driving operation		<ul style="list-style-type: none"> ➤ alcohol or driving. ➤ If you have a choice between hitting a fixed object or an oncoming vehicle, hit the fixed object ➤ Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive. ➤ Do not force the driver to drive fast and round the clock ➤ Do not day dram while driving
	<ul style="list-style-type: none"> ➤ Falling objects / Mechanical failure 	<ul style="list-style-type: none"> ➤ May prove fatal 	<ul style="list-style-type: none"> ➤ Ensure effective braking system, adequate visibility for the drives, reverse warning alarm. ➤ Proper maintenance of the vehicle as per manufacturer instructions
(I) PROOF TESTING (HYDROSTATIC/ PNEUMATIC TESTING	<ul style="list-style-type: none"> ➤ Bursting of piping ➤ Collapse of tanks ➤ Tanks flying off 	<ul style="list-style-type: none"> ➤ May cause injury and prove fatal 	<ul style="list-style-type: none"> ➤ Prepare test procedure & obtain CONSULTANT/ Owner's approval ➤ Provide separate gauge for pressurizing pump and piping/equipment ➤ Check the calibration status of all pressure gauges, dead weight testers and temperature recorders ➤ Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range ➤ Provide safety relief valve (set at

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			<p>pressure slightly higher than test pressure) while testing with air/nitrogen</p> <ul style="list-style-type: none"> ➤ Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/ nuts, grouting, etc. before and during testing ➤ Keep the vents open before opening any valve while draining out of water used for hydro testing of tanks ➤ Pneumatic testing involves the hazard of released energy stored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction ➤ A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of the test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.
(J) WORKING AT HEIGHTS	<ul style="list-style-type: none"> ➤ Person can fall down 	<ul style="list-style-type: none"> ➤ May sustain severe injuries or 	<ul style="list-style-type: none"> ➤ Provide guard rails/barricade at the

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
		prove fatal	work place ➤ Use PPE like safety belts, full body harness, life line, helmets, safety shoes, etc. ➤ Obtain a permit before starting the work at height above 3 meters ➤ Fall arrest systems like safety nets, etc. must be installed ➤ Provide adequate working space (min. 0.6 m) ➤ Tie/weld working platform with fixed support ➤ Use roof top walk ladder while working on a slopping roofs ➤ Avoid movement on beams
		➤ May hit the scrap / material stacked at the ground or in between	➤ Keep the work place neat and clean ➤ Remove the scrap immediately
	➤ Material can fall down	➤ May hit the workers working at lower levels and prove fatal.	➤ Same as above plus ➤ Do not throw or drop material or equipment from height ➤ All tools to be carried in a toolkit bags or on working uniform ➤ Remove scrap from the planks ➤ Ensure wearing of helmet by the workers at low level
(K) CONFINED SPACES	➤ Suffocation / drowning	➤ Unconsciousness, death	➤ Use respiratory devices, if required ➤ Avoid over crowding inside a confined space ➤ Provide Exhaust Fans for ventilation ➤ Do not wear loose clothes, neck ties,

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			etc. ➤ Fulfill conditions of the permit. ➤ Check for presence of hydrocarbons, O ₂ level ➤ Obtain work permit before entering a confined space ➤ Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange
	➤ Presence of foul smell and toxic substances	➤ Inhalation can pose threat to life.	➤ Same as above plus ➤ Check for hydrocarbon and Aromatic compounds before entering a confined space ➤ Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency
	➤ Ignition / flame can cause fire	➤ Person may sustain burn injuries or explosion may occur	➤ Keep fire extinguishers at a hand distance ➤ Remove surplus material and scrap immediately ➤ Do not smoke inside a confined space ➤ Do not allow gas cylinders inside a confined space ➤ Use low voltage (24V) lamps for lighting ➤ Use tools with air motors or electric tools with max.

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			voltage of 24V ➤ Remove all equipments at the end of the day
(L) HANDLING AND LIFTING EQUIPMENTS	➤ Failure of load lifting and moving equipments	➤ Can cause accident and prove fatal	➤ Avoid standing under the lifted load and within the operating radius of cranes ➤ Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery ➤ Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc. ➤ Allow crane to move only on hard, firm and leveled ground ➤ Allow lifting slings as short as possible and check gunny packings at the friction points ➤ Do not allow crane to tilt its boom while moving ➤ Install Safe Load Indicator ➤ Ensure certification by applicable authority.
	➤ Overloading of lifting equipments	➤ Can cause electrocution and fire	➤ Safe lifting capacity of derricks and winches written on them shall be got verified. ➤ The max safe working load shall be marked on all lifting equipments ➤ Check the weight of columns and other heavy items painted on them and accordingly decide about the crane

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			<ul style="list-style-type: none"> capacity, boom and angle of erection ➤ Allow only trained operators and riggers during crane operation
	<ul style="list-style-type: none"> ➤ Overhead electrical wires 	<ul style="list-style-type: none"> ➤ Can cause electrocution and fire 	<ul style="list-style-type: none"> ➤ Do not allow boom or other parts of crane to come within 3 m reach of overhead HT cables ➤ Hook and load being lifted shall preferably remain in full visibility of crane operator.
(M) SCAFFOLDING, FORMWORK AND LADDERS	<ul style="list-style-type: none"> ➤ Person can fall down 	<ul style="list-style-type: none"> ➤ Person may sustain severe injuries and prove fatal 	<ul style="list-style-type: none"> ➤ Provide guard rails for working at height ➤ Face ladder while climbing and use both hands ➤ Ladders shall extend about 1m above landing for easy access and tying up purpose ➤ Do not place ladders against movable objects and maintain base at ¼ unit of the working length of the ladder ➤ Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes ➤ No loose planks shall be allowed ➤ Use PPE, like helmets, safety shoes, etc.
	<ul style="list-style-type: none"> ➤ Failure of scaffolding material 	<ul style="list-style-type: none"> ➤ Same as above 	<ul style="list-style-type: none"> ➤ Inspect visually all scaffolding materials for stability and anchoring with permanent structures. ➤ Design scaffolding

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			for max. load carrying capacity ➤ Scaffolding planks shall not be less than 50x250 mm full thickness lumber or equivalent. These shall be cleared or secured and must extend over the end supports by at least 150mm and not more than 300 mm ➤ Don't overload the scaffolds ➤ Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.
	➤ Material can fall down	➤ Persons working at lower level gets injured.	➤ Remove excess material and scrap immediately ➤ Carry the tools in a tool-kit bag only ➤ Provide safety nets
(N) STRUCTURAL WORKS	➤ Personal negligence and danger of fall	➤ Can cause injury or casualty	➤ Do not take rest inside rooms built for welding machines or electrical distribution system ➤ Avoid walking on beams at height ➤ Wear helmet with chin strap and safety belts when working at height ➤ Use hand gloves and goggles during grinding operations ➤ Cover or mark the sharp and projected edges ➤ Do not stand within the operating radius of cranes
	➤ Lifting / slipping of	➤ Same as above	➤ Do not stand under the lifted load

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	material		<ul style="list-style-type: none"> ➤ Stack properly all the materials. Avoid slippage during handling ➤ Control longer pieces lifted up by cranes from both ends ➤ Remove loose materials from height ➤ Ensure tightening of all nuts and bolts
(O) PIPELINE WORKS	<ul style="list-style-type: none"> ➤ Erection / lowering failure 	<ul style="list-style-type: none"> ➤ Can cause injury 	<ul style="list-style-type: none"> ➤ Do not stand under the lifted Load ➤ Do not allow any person to come within the radii of the side boom handling pipes ➤ Check the load carrying capacity of the lifting tools and tackles ➤ Use safe Load Indicators ➤ Use appropriate PPEs
	<ul style="list-style-type: none"> ➤ Other 	<ul style="list-style-type: none"> ➤ Same as above 	<ul style="list-style-type: none"> ➤ Wear gum boots in marshy areas ➤ Allow only one person to perform signaling operations while lowering of pipes ➤ Provide night caps on pipes ➤ Provide end covers on pipes for stoppage of pigs while testing/cleaning operations.

HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

Project: _____

Contractor: _____

Date: _____

Owner: _____

Inspection By _____

Report No: _____

Frequency : Fortnightly

Job No: _____

SL. NO.	ITEM	YES	NO	REMARKS	ACTION
1	HOUSEKEEPING				
a)	Waste containers provided and used				
b)	Sanitary facilities adequate and clean				
c)	Passageways and Walkways clear				
d)	General neatness of working areas				
e)	Others				
2	PERSONNEL PROTECTIVE EQUIPMENT				
a)	Goggles; Shields				
b)	Face protection				
c)	Hearing protection				
d)	Safety shoes				
e)	Hand protection				
f)	Respiratory Masks etc.				
g)	Safety Belts				
h)	Safety Helmet/Hard Hat				
i)	Others				
3	EXCAVATIONS/OPENINGS				
a)	Openings properly covered or barricaded				
b)	Excavations shored				
c)	Excavations barricaded				
d)	Overnight lighting provided				
e)	Others				
4	WELDING & GAS CUTTING				
a)	Gas cylinders chained upright				
b)	Cables and hoses not obstructing				
c)	Screens or shields used				
d)	Flammable materials protected				
e)	Fire extinguisher(s) accessible				
f)	Others				
5	SCAFFOLDING				
a)	Fully decked platforms				
b)	Guard and intermediate rails in place				

SL. NO.	ITEM	YES	NO	REMARKS	ACTION
c)	Toe boards in place				
d)	Adequate shoring				
e)	Adequate access				
f)	Others				
6	LADDERS				
a)	Extension side rails 1m above				
b)	Top of landing				
c)	Properly secured				
d)	Angle + 70 from horizontal				
e)	Others				
7	HOISTS, CRANES AND DERRICKS				
a)	Condition of cables and sheaves OK				
b)	Condition of slings, chains, hooks and eyes OK				
c)	Inspection and maintenance logs maintained				
d)	Outriggers used				
e)	Signs/barricades provided				
f)	Signals observed and understood				
g)	Qualified operators				
h)	Others				
8	MACHINERY, TOOLS AND EQUIPMENT				
a)	Proper instruction				
b)	Safety devices				
c)	Proper cords				
d)	Inspection and maintenance				
e)	Others				
9	VEHICLE AND TRAFFIC				
a)	Rules and regulations observed				
b)	Inspection and maintenance				
c)	Licensed drivers				
d)	Others				
10	TEMPORARY FACILITIES				
a)	Emergency instructions posted				
b)	Fire extinguishers provided				
c)	Fire-aid equipment available				
d)	Secured against storm damage				
e)	General neatness				
f)	In accordance with electrical requirements				
g)	Others				
11	FIRE PREVENTION				
a)	Personnel instructed				
b)	Fire extinguishers checked				
c)	No smoking in Prohibited Areas				
d)	Hydrants Clear				

SL. NO.	ITEM	YES	NO	REMARKS	ACTION
e)	Others				
12	ELECTRICAL				
a)	Use of 3-core armoured cables				
b)	Usage of 'All insulated' or 'double insulated' electrical tools				
c)	All electrical connection are routed through ELCB				
d)	Natural Earthing at the source of power (main DB)				
e)	Continuity and tightness of earth conductor				
f)	Covering of junction boxes, panels and other energized wiring places				
g)	Ground fault circuit interrupters provided				
h)	Prevention of tripping hazards				
i)	Others				
13	HANDLING AND STORAGE OF MATERIALS				
a)	Properly stored or stacked				
b)	Passageways clear				
c)	Others				
14	FLAMMABLE GASES AND LIQUIDS				
a)	Containers clearly identified				
b)	Proper storage				
c)	Fire extinguishers nearby				
d)	Others				
15	WORKING AT HEIGHT				
a)	Erection plan and work permit obtained				
b)	Safety nets				
c)	Full body harness and lanyards; chute lines				
d)	Health Check record available for workers going				
e)	Others				
16	CONFINED SPACE				
a)	Work permit obtained				
b)	Test for toxic gas and sufficient availability of oxygen conducted				
c)	At least one person outside the confined space for monitoring deputed				
d)	Availability of sufficient means of entry, exit and ventilation				
e)	Fire extinguishers and first-aid facility ensured				
f)	Lighting provision made by using 24V lamps				
g)	Proper usage of PPEs ensured				
17	RADIOGRAPHY				
a)	Proper storage and handling of source as per BARC / AREB guidelines				
b)	Working permit obtained				
c)	Cordoning of the area done				

SL. NO.	ITEM	YES	NO	REMARKS	ACTION
d)	Use of appropriate PPE's ensured				
e)	Proper training to workers/supervisors imparted				
f)	Minimum occupancy of workplace ensured				
18	HEALTH CHECKS				
a)	Workers medically examined and found to fit for working : i) At heights ii) In confined space.				
b)	Availability of First-aid facilities				
c)	Proper sanitation at site, office and labour camps				
d)	Arrangement of medical facilities				
e)	Measures for dealing with illness				
f)	Availability of Portable drinking water for workmen &				
g)	Provision of crèches for children				
h)	Stand by vehicle available for evacuation of				
19	ENVIRONMENT				
a)	Chemical and other effluents properly disposed				
b)	Cleaning liquid of pipes disposed off properly				
c)	Seawater used for hydro-testing disposed off as per agreed procedure				
d)	Lubricant Waste/Engine oils properly disposed				
e)	Waste from Canteen, offices, sanitation etc. disposed properly				
f)	Disposal of surplus earth, stripping materials, oily rags and combustible materials done				
g)	Green belt protection				

Note: write 'NA' wherever the item is not applicable

Signature of Resident
Engineer with Seal

ACCIDENT / INCIDENT REPORT

(To be submitted by Contractor after every Accident / Incident within 24 hours)

Report No: _____

Date: _____

Name of Site:- _____
CONTRACTOR _____

Type of Accident / Incident : Fatal Other Lost Time Non Loss Time
First-Aid case

NAME OF THE INJURED.....
AGE
FATHER'S NAME.....
SUB-CONTRACTOR M/S.....
DATE & TIME OF ACCIDENT.....
LOCATION

BRIEF DESCRIPTION OF ACCIDENT

CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

MEDICAL AID PROVIDED/ACTIONS TAKEN

INTIMATION TO LOCAL AUTHORITIES (IF APPLICABLE)

DATE:

SIGNATURE OF CONTRACTOR

WITH SEAL

To : OWNER.....

1 COPY

: RCM/SITE-IN-CHARGE

3 COPIES

- Divisional Head (Constn.) through RCM
- Project Manager PMC, through RCM

SUPPLEMENTARY ACCIDENT / INCIDENT INVESTIGATION REPORT

Supplementary to Report No: _____(Copy enclosed)

Project: _____ Site: _____
Name of Work : _____ Date: _____
Contractor: _____ Work Order / LOI No. : _____

NAME OF THE INJURED.....
AGE
FATHER'S NAME.....
SUB-CONTRACTOR M/S.....
DATE & TIME OF ACCIDENT.....
LOCATION

BRIEF DESCRIPTION OF ACCIDENT

NATURAL OF INJURY/DAMAGE

COMMENTS FROM MEDICAL PRACTITIONER WHO ATTENDED THE VICTIM/INJURED

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER.

DATE:
To : OWNER.....
: RCM/SITE-IN-CHARGE

SIGNATURE OF CONTRACTOR
WITH SEAL
1 COPY
3 COPIES

- Divisional Head (Constn.) through RCM
- Project Manager PMC, through RCM

NEAR MISS INCIDENT – SUGGESTED PROFORMA

Name of Site : _____ Report No: _____
Name of Work : _____ Date : _____
Contractor : _____

INCIDENT REPORTED BY : _____
DATE & TIME OF INCIDENT : _____
LOCATION : _____
BRIEF DESCRIPTION OF INCIDENT _____

PROBABLE CAUSE OF INCIDENT _____

SUGGESTED CORRECTIVE ACTION _____

STEPS TAKEN TO AVOID RECURRENCE YES NO

DATE:

SIGNATURE OF CONTRACTOR
WITH SEAL

To : OWNER.....
: RCM/SITE-IN-CHARGE

1 COPY
3 COPIES

- Divisional Head (Constn.) through RCM
- Project Manager PMC, through RCM

**MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT
(To be submitted by each Contractor)**

Actual work start Date: _____ For the Month of: _____
 Project: _____ Report No: _____
 Name of the Contractor: _____ Status as on: _____
 Name of Work: _____ Name of Safety officer: _____

ITEM		UPTO PREVIOUS MONTH	THIS MONTH	CUMU LATIVE
a)	Average number of Staff & Workmen (average daily headcount, not man days)			
b)	Man hours Worked			
c)	Number of HSE meeting organized at site			
d)	Number of HSE awareness programmes conducted at site			
e)	Number of Lost Time Accidents	Fatal		
		Other LTA		
f)	Number of Loss time Injuries (LTI)	Fatalities		
		Other LTI		
g)	Number of Loss Time Accidents			
h)	Number of First Aid Cases			
i)	Number of Near Miss Incidents			
j)	Man-days lost due to accidents			
k)	LTA Free Manhours i.e. Number of LTA free manhours from the Lst LTA			
l)	Compensation cases raised with Insurance			
m)	Compensation case resolved and paid to workmen			
n)	Whether workmen compensation policy	Y/N		
o)	Whether workmen compensation policy	Y/N		
p)	Whether workmen registered under ESI Act	Y/N		
Remark				

DATE:

Safety Officer /Resident Engineer
(Signature and Name)

To : OWNER
 : RCM/, PMC (2 COPIES)

PERMIT FOR WORKING AT HEIGHT (ABOVE 2 METER)

Project Site :Sr. No.:
 Name of the work:Date:
 Name of Contractor :Nature of Work :
 Total No.of Workers:Exact location of work :
 Duration of work: from to

The following items have been checked and compliance shall be ensured during the currency of the permit:

SI. ITEM	DONE	NOT REQD.
1.Equipment/Work Area inspected	<input type="checkbox"/>	<input type="checkbox"/>
2.Considered hazard from other routine/non-routine operations and concerned person alerted	<input type="checkbox"/>	<input type="checkbox"/>
3. ELCB provided	<input type="checkbox"/>	<input type="checkbox"/>
4. Proper lighting Provided	<input type="checkbox"/>	<input type="checkbox"/>
5. Area cordoned off.	<input type="checkbox"/>	<input type="checkbox"/>
6. Precautions against public traffic taken	<input type="checkbox"/>	<input type="checkbox"/>
7. Sound Scaffolding provided	<input type="checkbox"/>	<input type="checkbox"/>
8. Adequate protected Platform provided	<input type="checkbox"/>	<input type="checkbox"/>
9. Acces and Exit to the area (Ladder properly fixed)	<input type="checkbox"/>	<input type="checkbox"/>
10. Floor Openings covered	<input type="checkbox"/>	<input type="checkbox"/>
11.Safety Net provided	<input type="checkbox"/>	<input type="checkbox"/>
12.Heath check of personnel	<input type="checkbox"/>	<input type="checkbox"/>

-
- A. Following personal protective equipment are provided (mark) and used as relevant Safety helmet/Gloves/Goggles/Shoes/Face Shield/Life Line/Safety Belt/Safety Harness.
 - B. This permit shall be available at the work site at all times.
 - C. Permit shall be issued for maximum one week only (Monday to Sunday).
 - D. This permit shall be applicable in non-operational areas.

CONFINED SPACE ENTRY PERMIT

Project Site :Sr. No.:
 Name of the work:Date:
 Name of Contractor : Nature of Work :
 Exact location of work :

Safety Requirements : POSITIVE ISOLATION OF THE VESSEL IS MANDATORY

(A) Has the equipment been ?					
Y	NR		Y	NR	
<input type="checkbox"/>	<input type="checkbox"/>	isolated from power / steam / air	<input type="checkbox"/>	<input type="checkbox"/>	water flushed &/or steamed
<input type="checkbox"/>	<input type="checkbox"/>	isolated from liquid or gases	<input type="checkbox"/>	<input type="checkbox"/>	Manways open & ventilated
<input type="checkbox"/>	<input type="checkbox"/>	depressurized &/or drained	<input type="checkbox"/>	<input type="checkbox"/>	cont. inset gas flow arranged
<input type="checkbox"/>	<input type="checkbox"/>	blanked / blinded / disconnected	<input type="checkbox"/>	<input type="checkbox"/>	adequately cooled
			<input type="checkbox"/>	<input type="checkbox"/>	radiation sources removed
			<input type="checkbox"/>	<input type="checkbox"/>	Proper lighting provided

(B) Expected Residual Hazards					
Y	NR		Y	NR	
<input type="checkbox"/>	<input type="checkbox"/>	lack of O ₂	<input type="checkbox"/>	<input type="checkbox"/>	Combustible gas/liquid
<input type="checkbox"/>	<input type="checkbox"/>	Corrosive chemicals	<input type="checkbox"/>	<input type="checkbox"/>	Manways open & Pyrophoric iron/scales
<input type="checkbox"/>	<input type="checkbox"/>	Heat/Stream/frost	<input type="checkbox"/>	<input type="checkbox"/>	High humidity
			<input type="checkbox"/>	<input type="checkbox"/>	H ₂ S/Toxic gases
			<input type="checkbox"/>	<input type="checkbox"/>	Proper lighting
			<input type="checkbox"/>	<input type="checkbox"/>	Electricity/static
			<input type="checkbox"/>	<input type="checkbox"/>	Ionizing radiation

(C) Protective Measures					
Y	NR		Y	NR	
<input type="checkbox"/>	<input type="checkbox"/>	Gloves	<input type="checkbox"/>	<input type="checkbox"/>	ear plug / muff
<input type="checkbox"/>	<input type="checkbox"/>	protective clothing	<input type="checkbox"/>	<input type="checkbox"/>	dust / gas / air line mask
<input type="checkbox"/>	<input type="checkbox"/>	Grounded air educator / blower /AC	<input type="checkbox"/>	<input type="checkbox"/>	attendant with SCBA / air mask
<input type="checkbox"/>	<input type="checkbox"/>	Fire fighting arrangements	<input type="checkbox"/>	<input type="checkbox"/>	safety harness & lifeline
			<input type="checkbox"/>	<input type="checkbox"/>	goggles / face shield
			<input type="checkbox"/>	<input type="checkbox"/>	personal gas alarm
			<input type="checkbox"/>	<input type="checkbox"/>	rescue equipment /team communication equipment

Authorization / Renewal (It is safe to enter the confirmed space)

Date	No. of Persons allowed	Name of Persons allowed	Signature		Time		Signature
			Contractor's Supervisor	Contractor's Safety Officers	From	To	workman

Permit Closure :

(A) Entry was closed stopped will continue on

(B) Site left in a safe condition

Housekeeping done

(C) Multi lock removed key transferred

Ensured all men have come out Manways
barricaded

Remarks, if any :

RADIATION WORK PERMIT

Project : Sr. No.:
 Name of the work : Date:
 Name of Contractor : Job No. :

Location of work :
 Source Strength :
 Cordoned distance (m) :

Name of Radiographing agency : Approved by Owner / PMC

The following items have been checked & compliance shall be ensured during currency of the permit :

S. No.	Item Description	Done
1.	Safety regulations as per BARC/AERB ensured while source in use/ in transit & during storage.	<input type="checkbox"/>
2.	Area cordoned off.	<input type="checkbox"/>
3.	Lighting arrangements for working during nights ensured.	<input type="checkbox"/>
4.	Warning signs / flash lights installed.	<input type="checkbox"/>
5.	Cold work permit taken (if applicable)	<input type="checkbox"/>
6.	PPEs like film badges, dosimeters used.	<input type="checkbox"/>

Additional precautions, if any _____
 (Radiography Agency's BARC / AREB authorized Supervisor) (Contractor's Safety Officer)

Permission is granted.

Permit is valid from _____ AM/PM _____ Date to _____ AM/PM _____
 Date

(Signature of permit issuing authority)

Name : Designation : Date :

Permit renewal:

Permit extended up to		Additional precautions required, if any.	Sign of issuing authority with date
Date	Time		

Work completed / stopped / area cleared at _____ Hrs. of Date _____

(Sign of permit issuing authority)
Name :

DEMOLISHING/DISMANTLING WORK PERMIT

Project:

Sr.No.:

Name of the work:

Date:

Name of Contractor:

Job No. :

Name of Contractor:

Name of Sub-contractor:

No. of Workers to be engaged:

Line No. / Equipment No. /Structure to be dismantled :

Location details of dismantling / demolition with sketch: (Clearly indicate the area)

The following items have been checked & compliance shall be ensured during currency of the permit:

S. No.	Item Description	Done	Not Applicable
1.	Services like power, gas supply, water, etc. disconnected.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Dismantling / Demolishing method reviewed & approved.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Usage of appropriate PPEs ensured.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Precautions taken for neighboring structures	<input type="checkbox"/>	<input type="checkbox"/>
5.	First-Aid arrangements made	<input type="checkbox"/>	<input type="checkbox"/>
6.	Fire fighting arrangements ensured	<input type="checkbox"/>	<input type="checkbox"/>
7.	Precautions taken for blasting	<input type="checkbox"/>	<input type="checkbox"/>

(Contractor's Supervisor)

(Contractor's Safety Officer)

Permission is granted.

(Permit issuing authority)

Name :

Date :

Completion Report :

Dismantling / Demolishing is completed on _____ Date at _____ Hrs.

Materials / debris transported to identified location

Tagging completed (as applicable)

Services like power, gas supply, water, etc. restored

(Permit issuing authority)



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



**MINIMUM EQUIPMENT REQUIRED TO BE DEPLOYED BY THE
BIDDER**

[ANNEXURE - VIII TO SPECIAL CONDITIONS OF CONTRACT]



SPECIAL CONDITIONS OF
CONTRACT (SCC)



LIST OF MINIMUM EQUIPMENTS REQUIRED TO BE DEPLOYED BY THE BIDDER

Sr. No.	Equipment Description	Qty (Nos.)
1	Thermit weld kit	2
2	Pin Brazing Machine	1
3	Cable crimping tool	2
4	CIPL Survey –Instrument (Required during post commissioning surveys)	1
5	CAT Survey Instrument (Required during post commissioning surveys)	1
6	DCVG Survey instrument (Required during post commissioning surveys)	1
7	Data loggers (Required during post commissioning surveys)	5
8	Soil resistivity instrument	1
9	Insulation tester	1
10	Continuity tester	1

Note:

1. Bidder is required to mobilize the above minimum critical equipments in good working condition and suitable for installation of PCP system & associated work. Bidder is required to augment the above equipments with additional numbers / categories of equipments as per actual requirement and instruction of Engineer-In-Charge without any additional financial implication to client.
2. Bidder shall replace any defective / damaged equipments promptly to complete the work without any time & cost implication to the client / owner.
3. After completion of certain activities, in case equipments are not required the same can be demobilized with prior approval of Engineer-In-Charge.



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED

[ANNEXURE - IX TO SPECIAL CONDITIONS OF CONTRACT]



SPECIAL CONDITIONS OF
CONTRACT (SCC)



MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED

SL.NO.	DESCRIPTION	Qty (Nos.)
1.	Construction manager/Construction in charge/ Engineer – In – Charge	1
2.	Discipline Engineer	1
3.	Safety Officer	1
4.	Skilled/ Unskilled Workers	As reqd.

Notes:

1. The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and it is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
2. The Manpower as identified above should have required qualification and adequate relevant experience.



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



**EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE
DEPLOYED DURING CONSTRUCTION**

[ANNEXURE - X TO SPECIAL CONDITIONS OF CONTRACT]



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

- 1) The bidder must provide a detailed organizational chart indicating the organization name, personnel and equipment etc. CVs of main key persons shall be submitted by the Contractor along with bid and replacement of any of these key persons after LOA issuance shall be approved by Owner/Owner’s representative. Key persons shall be deployed during the entire duration of the work till completion of all works. Non-deployment of key persons will be subject to recovery as defined elsewhere in the bid.

Following key persons to be deployed during construction as a minimum:

Sl.No.	Position	Qualification & Knowledge	Experience	No. of Key personnel (minimum)
1.	Construction manager/Construction in charge/ Engineer – In – Charge	Degree/Diploma in Electrical/ Chemical or Metallurgical Engineering	B.E. in (Electrical, Chemical or Metallurgical Engineering) & at least 10 year Experience in the Cathodic Protection and shall be NACE certified level-II/III personnel & shall be available for entire time schedule of the project.	1 no.
2.	Discipline Engineer/ Spread Incharge	Degree/Diploma in Electrical/ Chemical or Metallurgical Engineering	B.E. or Diploma in (Electrical, Chemical or Metallurgical Engineering) & at least 5 year Experience in the Cathodic protection and shall be available for entire time schedule of the project.	1 no.
3.	Safety Officer	Degree / Diploma in Engineering/ Safety	At least 3 years of experience for Degree holder and 5 years for Diploma holder in Safety Management in construction of cross country pipeline (Hydrocarbon pipeline), hydrocarbon processing plant.	1 no.



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



**HIRING/RECOVERY RATE FOR DEPLOYMENT OF
MANPOWER**

[ANNEXURE - XI TO SPECIAL CONDITIONS OF CONTRACT]



SPECIAL CONDITIONS OF CONTRACT (SCC)



HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.
2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on prorata basis.

Sl.No.	Classification Personnel	Rate per day for Normal Hours	Rates per hour of OT, Sunday & Holiday
		(in Rs.)	(in Rs.)
1	Foreman	2475	545
2	Supervisor	2475	545
3	Discipline Engineer	3300	650
4	UT Interpreter	2500	750
5	Overall Project In-charge	5000	1000
6	QA/QC / Safety / Planning / NDT Engineer	5000	750

(SIGNATURE OF BIDDER)

NOTE: -

1. Rates are final and bidders is to sign only without deviation.
2. The above rates are exclusive of GST.



**SPECIAL CONDITIONS OF
CONTRACT (SCC)**



EQUIPMENT HIRING/RECOVERY RATE

[ANNEXURE - XII TO SPECIAL CONDITIONS OF CONTRACT]



SPECIAL CONDITIONS OF
CONTRACT (SCC)



HIRING / RECOVERY RATE FOR EQUIPMENT

S.No	Equipment Details (Operator Included)	Hiring/Recovery Rate (in INR) Rate / Day (Minimum 8 hrs.) Including Consumables
1	Thermit weld kit	Rs. 1500
2	Pin Brazing Machine	Rs. 3500
3	Cable crimping tool	Rs. 1500
4	CIPL Survey –Instrument (Required during post commissioning surveys)	Rs. 4000
5	CAT Survey Instrument (Required during post commissioning surveys)	Rs. 4000
6	DCVG Survey instrument (Required during post commissioning surveys)	Rs. 4000
7	Data loggers (Required during post commissioning surveys)	Rs. 1500
8	Soil resistivity instrument	Rs. 1500
9	Insulation tester	Rs. 350
10	Continuity tester	Rs. 350

NOTES:

- i. Rates are final and Tenderer is to sign only without deviation.

SIGNATURE OF THE BIDDER: _____

NAME OF THE BIDDER: _____



SCHEDULE OF RATES (SOR)



**HARIDWAR NATURAL GAS PRIVATE LIMITED
(HNGPL)**

**PERMANENT CATHODIC PROTECTION
SYSTEM FOR CS 3LPE COATED
UNDERGROUND STEEL PIPELINES FOR
HARIDWAR GA**

SECTION VI

SCHEDULE OF RATES (SOR)



SCHEDULE OF RATES (SOR)
FOR
PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA
TENDER NO. - W.000099-G10731-R001

Sr. No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS (EXCLUDING GST)	GST @ 18% ON UNIT RATE (COL. 3)	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE, TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, GST, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT
		1	2	3	4	5 = 3 + 4	6 = 2 * 5
1.0	Soil Resistivity and Chemical analysis						
1.1	Conducting "Soil Resistivity Survey" at anode bed location after ascertaining its suitability for installation of Anode Bed (deep / shallow / distributed), as per the specification, approved procedures and instructions of Site Engineer /Engineer-in-Charge. Note : At each CP station location soil resistivity shall be measured upto 100 m depth for 3 plots, for selection of the anode bed for the lowest resistivity plot.	Location	1.00				
1.2	Soil Resistivity (At every 1000 meter), Soil Ionic & Microbial Loading every 5 Km and wherever Soil variation) and Interfering elements surveys from pipeline ROW.	Lot	12.00				
2.0	Design						
2.1	Design, Detailed Engineering for Permanent Cathodic Protection system as per the specification	LS	1.00				
3.0	Transformer Rectifier Unit						
3.1	Supply, Installation, Testing & Commissioning of the below rated input (230 V AC) type Cathodic Protection Smart Transformer Rectifier Unit with built in GSM Modem, RTU and display unit of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer—in-Charge with all its accessories to ensure trouble free operation: Transformer Rectifier Unit - 50V/50A , single phase or three phase, Air cooled, Indoor type with remote monitoring through Pipeline's SCADA facility.	Nos.	1.00				
4.0	Anode Ground Bed-Deep Well Type						
	Supply and Installation of Anode Ground Bed including terminating the cables in the AJB box with cable lugs, sealing material, laying of cable, testing & commissioning of Anode Ground Bed with chain link fencing, etc. all complete with required material, excavation, backfilling etc. as per specification and directions of Site Engineer / Engineer—in-Charge.						
4.1	Deep well type anodeground bed using MMO tubular anode (16 mm dia. x 1000mm long) of each 5 A , minimum 8 to 10 Nos , with individual anode tail cables of 1c x 10 sq mm KYNAR/HMWPE, unarmoured of minimum length to reach the anode junction box without any splicing , including calcined petroleum coke breeze of bulk density 900 kg/ m ³ . Depth of the Deep well shall be min 50mtr or as per design and diameter of the MS casing pipe shall be min 250 mm. The anode shall be supplied complete with vent pipe and HDPE pipe shield for inactive length .	Nos.	1.00				
5.0	Junction Boxes						
	Supply, Installation & Testing of Junction Boxes of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer—in-Charge with all its accessories to ensure trouble free operation						



SCHEDULE OF RATES (SOR)
FOR
PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA
TENDER NO. - W.000099-G10731-R001

Sr. No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS (EXCLUDING GST)	GST @ 18% ON UNIT RATE (COL. 3)	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE, TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, GST, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT
		1	2	3	4	5 = 3 + 4	6 = 2 * 5
5.1	Anode Junction Box A,JB (weatherproof, IP-55)	Nos.	1.00				
5.2	Cathode Junction box C,JB (weatherproof, IP-55)	Nos.	1.00				
5.3	Reference Electrode Junction Box-RE,JB (weatherproof, IP-55)	Nos.	2.00				
6.0	Test Station (TS) / Test Lead Point (TLP)						
	Supply, Installation & Testing of Test Station (TS) / Test Lead Point (TLP) of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer-in-Charge with all its accessories to ensure trouble free operation						
6.1	Type H - for HT Line Crossing and SV, this TLP shall be vandal proof type and the size should be suitable to install solid state dc decoupling device(SSD) in it. There are two cables one of 1c x 6 sq mm and other of 1c x 25 sq mm from the pipeline into the TLP, one end of the 25 sq mm cable is connected to DC decoupling device and to the other connection of the device Zinc grounding Cell with 1c x 25 sq mm cable are connected for grounding the AC current, pin brazing connection encapsulation kit etc. Note: This type of TLP is already available at all HT line crossing location. The same shall be used for AC interference mitigation. In case the same is not in usable condition, these new H type TLP shall be installed.	Nos.	10.00				
6.2	Type D TLP with 1 no. 20 kg Mg anode . Note: Possibility of using installed similar type TLP at the time of TCP will be explored first. If the condition of the existing similar type TLP are not in usable condition, new one shall be installed. However, Mg anodes shall be installed everywhere. Note: Possibility of using installed similar type TLP at the time of TCP will be explored first. If the condition of the existing similar type TLP are not in usable condition, new one shall be installed. However, Mg anodes shall be installed everywhere.						
6.2.1	Type D for Cased Crossing with minimum four cables including two cables of 1Cx06 Sq.mm Cu XLPE Potential measurement cable & two cables of 1Cx10 Sq.mm Cu XLPE armoured anode connection, pin brazing connection encapsulation kit etc.	Nos.	2.00				
6.2.2	Supply & Installation of pre-packed Mg Anode (20.0 Kg) with one cable including 1Cx10 Sq.mm Unarmoured cable (with sufficient length) & encapsulation kit for cable connection termination of Anode tail cable in the TLP etc. complete in all respects as per direction of Engineer-In-Charge.	Nos.	2.00				
7.0	Polarization Coupon						
	Supply Installation,Testing of Polarization Coupons of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer-in-Charge with all its accessories to ensure trouble free operation						



SCHEDULE OF RATES (SOR)
FOR
PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA
TENDER NO. - W.000099-G10731-R001

Sr. No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS (EXCLUDING GST)	GST @ 18% ON UNIT RATE (COL. 3)	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE, TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, GST, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT
		1	2	3	4	5 = 3 + 4	6 = 2 * 5
7.1	Polarization Coupons with two cables of 1c x 6 sq mm and 1c x 10 sq mm XLPE/PVC unarmoured of suitable length such as to reach Test Station connected to the coupon	Nos.	11.00				
8.0	Cables Supply, Laying, Installation, Testing & Commissioning of Cables of approved make with all its accessories to ensure trouble free operation Laying of anode header / cathode header / monitoring/ reference cell cables at a minimum depth of 1 meter and connection to the CP unit / pipeline / half cell etc. The work includes excavation, installation, supply of all required materials such as sealing materials, lugs, PVC sleeve, repair materials etc., and carrying out all works such as exposing pipe, coating repair, cad welding / pin brazing, backfilling etc.; in all types of strata and soil (including rock) by making the trench, back filling the trench, cable terminations, work complete in all respects including cost of all labour, material, tools etc. as per specification and instruction of site Engineer / Engineer-in-Charge and approved drawings. PCP - Cables shall be annealed high conductivity, stranded copper conductor, 650/1100V grade						
8.1	1 core x 6 mm ² -Reference electrode, monitoring cable- XLPE insulated, PVC sheathed, un-armoured	Mtrs.	450.00				
8.2	1 core x 35 mm ² -Anode & Cathode header Cable- XLPE insulated and PVC sheathed, armoured (From TRU to AJB/CJB)	Mtrs.	200.00				
8.3	1 core x 25 mm ² - Cathode Cable- XLPE insulated and PVC sheathed armoured (From pipeline to CJB)	Mtrs.	200.00				
8.4	3C X 25mm ² TR unit AC incomer cable- XLPE insulated and PVC sheathed, armoured	Mtr	100.00				
8.5	2C x 6 mm ² - Reference electrode and monitoring cable ,XLPE insulated and PVC sheathed, armoured (From REJB to TRU , CTS)	Mtr	200.00				
8.6	1 core x 25 mm ² - Bonding, Earthing, HT line, etc- XLPE insulated, PVC sheathed, un-armoured	Mtr	500.00				
9.0	Permanent & Portable Reference Electrode Supply and Installation of Permanent Reference Electrodes of approved make with all its accessories to ensure trouble free operation Installation of permanent half cells including connecting the cable in the Test Station etc. with cable lugs, sealing material, laying of cable, testing & commissioning of cell etc. all complete with required material, excavation, backfilling etc. as per specifications, recommendation of cell supplier and directions of Site Engineer / Engineer-in-Charge.						



SCHEDULE OF RATES (SOR)
FOR
PERMANENT CATHODIC PROTECTION SYSTEM FOR CS 3LPE COATED UNDERGROUND STEEL PIPELINES FOR HARIDWAR GA
TENDER NO. - W.000099-G10731-R001

Sr. No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE INCLUDING TRANSIT INSURANCE OF FREE ISSUE MATERIALS (EXCLUDING GST)	GST @ 18% ON UNIT RATE (COL. 3)	UNIT RATE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, INSURANCE, TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT	TOTAL PRICE INCLUSIVE OF ALL TAXES AND DUTIES, BOCW TAX, LEVIES, FREIGHT, GST, TRANSIT INSURANCE OF FREE ISSUE MATERIALS AS DEFINED IN BID DOCUMENT
		1	2	3	4	5 = 3 + 4	6 = 2 * 5
9.1	Prepackaged Cu/CuSO4 electrode with chemical backfill and 1c x 6 mm2 XLPE/PVC cable, unarmoured of suitable length upto reference electrode junction box without any splicing	Nos.	9.00				
9.2	Supply and Installation of Cu/CuSo4 portable reference cell	Nos.	1.00				
10.0	Thermit welding or Pin Brazing						
10.1	Supply & Installation of Thermit welding or Pin Brazing of approved make with all its accessories to ensure trouble free operation Installation of Thermit welding or Pin Brazing including connecting the cable to the P/L for all sizes (Upto 1C x 35mm2) etc. with cable lugs, sealing material, laying of cable, testing & commissioning, etc. all complete with required material, excavation, backfilling etc. as per specifications, recommendation of cell supplier and directions of Site Engineer / Engineer-in-Charge.	Location	1.00				
11.0	Computerized Test Station with Readers						
11.1	Supply, Installation, Testing & Commissioning of Computerized Test Station of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer-in-Charge with all its accessories to ensure trouble free operation	Nos.	1.00				
11.2	Supply of Computerized Test Station Reader of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer-in-Charge with all its accessories to ensure trouble free operation Computerized Test Station Reader	Nos.	1.00				
12.1	AC/HVDC INTERFERENCE STUDY						
12.1.1	AC/HVDC Interference study and preparation of bill of material for mitigation shall be carried out by a specialist agency having relevant experience of conducting/ designing proven mitigation systems by computer modelling. The AC interference study shall have to be completed within 4 months of the award of the contract to facilitate the implementation during construction phase. 3 months will be utilized for data collection and physical survey and rest 1 month shall be used for data interpretation and proposition of mitigation measures in software. The scope is as per tender specification. The work shall be completed in all respects including survey recommending mitigation measures & post mitigation survey. The work includes all tools, tackles, consumables etc. all complete, required for survey / test as deemed necessary and as per the directions of the site engineer /Engineer-in-Charge. The scope includes conducting AC/DC data logging at installed TLP's with AC corrosion coupons/Polarisation coupons for 24 hours.	Kms.	57.84				
12.2	AC INTERFERENCE MITIGATION						
12.2.1	Solid State Decoupler						



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		1	2	3	4	5 = 3 + 4	6 = 2 * 5
	Supply, Installation & Testing of Solid State Diode Decoupling Device of approved make including required length of cable as per specifications for protection of MOVs and at HT line crossing locations Installation of solid state decoupling device as per specifications including terminating the cables in the Test Station box with cable lugs, sealing material, laying of cable, testing & commissioning of Zinc anodes etc.all complete with required material, excavation, backfilling etc. as per specification and directions of Site Engineer/ Engineer—in-Charge.						
12.2.1.1	SKA Solid state decoupler of suitable rating with threshold voltage of +2V / -2V Note: SSD is already available at all HT line crossing location. The same shall be used for AC interference mitigation. In case the same is not in usable condition, these new SSD's shall be installed.	Nos.	10.00				
12.2.2	Grounding Cell Supply and installation of Zn Grounding cells (with prepackaged backfill material)including required length of cable (minimum 10 m) of approved make & asper specification in accordance with dwg no. Installation of grounding cells including terminating the cables in theTLP box with cable lugs, sealing material, laying of cable, testing &commissioning of grounding cell etc. all complete with required material, excavation, backfilling etc. as per specification and directions of Site Engineer / Engineer-in—Charge.						
12.2.2.1	Pre-packaged Zinc grounding cell- 20 kg with 1c x 25 sq mm XLPE/PVC unarmoured cable terminated at TLP Note: Grounding Cell is already available at all HT line crossing location. The same shall be used for AC interference mitigation. In case the same is not in usable condition, these new Grounding Cell's shall be installed.	Nos.	20.00				
12.2.2.2	Zinc ribbon anode	Mtrs.	600.00				
12.2.3	AC Corrosion Coupons Supply and Installation of AC Corrosion Coupons of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer—in-Charge with all its accessories to ensure trouble free operation						
12.2.3.1	AC corrosion coupons with 1c x 6 sq mm XLPE/PVC unarmoured of suitable length such as to reach test station	Nos.	10.00				
13.0	Electrical Resistance (E.R.) Probes with Readers						



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13.1	Supply, Installation & Testing of E.R. Probes of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer—in-Charge with all its accessories to ensure trouble free operation E.R. Probe for external corrosion measurement of the pipeline	Nos.	1.00				
13.2	Supply of E.R. Probe Reader of approved make, complete in all respects as given in the specification and directions of Site Engineer/ Engineer—in-Charge with all its accessories to ensure trouble free operation E.R. Probe Reader	Nos.	1.00				
14.0	Testing and Commissioning of permanent cathodic protection system	LS	1.00				
15.0	Post Commissioning Surveys						
15.1	Foreign Line Interference Study/Survey and Mitigation Conducting Mutual interference survey among the new and existing pipelines / facilities(foreign) by taking PSP survey of all the pipelines as per approved procedure to determine level of interference at different places along the pipeline and at point of crossing in common ROW including identifying points and providing the data/ record in graphical form and carrying out all necessary work for mitigating the interference observed among the pipelines , including retesting the same to ensure efficacy of the remedial measures undertaken. The contractor shall submit a full final report with detailed PSP readings at all TLPS along with graphs in six sets. The item should be complete in all respect including survey, work for mitigating the interference and post mitigating survey as per specifications/directions of site engineer /Engineer—in—Charge.	Loc	6.00				
15.2	Close Interval Potential Logging (CIPL) survey Conducting Close Interval ON/OFF Potential Logging Survey at an interval of 1 m over the buried line in the right of way including the cost of all expert manpower, transportation and camping facilities etc. to their employees, materials, test instruments, equipments, consumables etc.,required for the survey as per the standard specifications, and approved procedures identification of areas/locations where coating repair is required along with suggestion for remedial measures etc. including the submission of draft reports in 2 sets and incorporation of owner' comments in the draft report and final reports in 6 sets including one soft copy containing the survey results in the graphical as well as tabular forms computerised colour print and complete in all respects and directions of Site Engineer / Engineer—in-Charge.	Kms.	57.84				
15.3	Current Attenuation test (CAT) survey of the entire pipeline to check the condition of the coating and classify the health of the coating, identify sections with high decibel loss which could be due to coating faults or shorted casings. Note : Will be done at interval of 50 mt	Kms.	57.84				



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15.4	<p>Direct current Voltage gradient (DCVG) at locations identified by CIPL survey to locate holidays, size the holidays and determine whether the holidays are anodic or cathodic.</p> <p>Conducting Direct Current Voltage Gradient Survey over the buried line to identify / pin point the coating defects in the right of way including the cost of all expert manpower, transportation and camping facilities etc. to their employees, materials, test instruments, equipments, consumables etc., required for the survey as per the standard specifications and approved procedures, identification of areas/locations where coating repair is required along with suggestion for remedial measures etc. including the submission of draft reports in 2 sets and incorporation of owner's comments in the draft report and final reports in 6 sets including one soft copy containing the survey results in the graphical as well as tabular forms computerised colourprint and complete in all respects as per directions of Site Engineer /Engineer-in-Charge. Note : The item includes establishing the coating defect at specified locations by excavation in coordination with mainline contractor, who will arrange to repair the defects.</p>	Kms.	11.57				
15.5	<p>Coating conductance survey at every 10 km at Type A1 TLP and HDD locations</p> <p>Conducting " Coating-Resistance Survey" for calculation of effective coating resistance of the pipeline in ohm-sq.m. along the entire pipeline and plotting on SEMILOG or X-Y GRAPH & submitting the report in graphical form as well as soft copy as per Specification / approved procedure and directions of Site Engineer / Engineer-in-Charge</p>	Loc	6.00				
16.0	Bonding (Alongwith Test Stations)						
16.1	Bonding shall be done at LJ locations as per requirement	Loc	5.00				
	<p>Note : For HARIDWAR GA Total Pipeline Length : 57.84 Km 8" - 13.14 Km 6" - 2.50 Km 4" - 42.20 Km</p>						
17.0	Survey & Identification of Land for Anode Ground Bed						
17.1	<p>Survey & Identification of Land for AGB Applicable if Land is not available within the existing CGS/CNG Stations</p> <p>(Includes liasoning with the Land Owner , concerned govt authority , feasibility wrt TRU installed in the CGS/OLS location , Pipeline)</p> <p>(Land Acquistion shall be done only after liasoning with the Owner , checking the feasibility wrt TRU installed/ to be installed in the CGS/OLS location , Pipeline)</p>	LS	1.00				
18.0	Supply & Installation of Spark Gap Arrester for Insulating Joint complete in all respects as per direction of Engineer-In-Charge including the cost of all labour, materials, tools and tackles etc.	Nos.	1.00				
19.0	Monitoring						



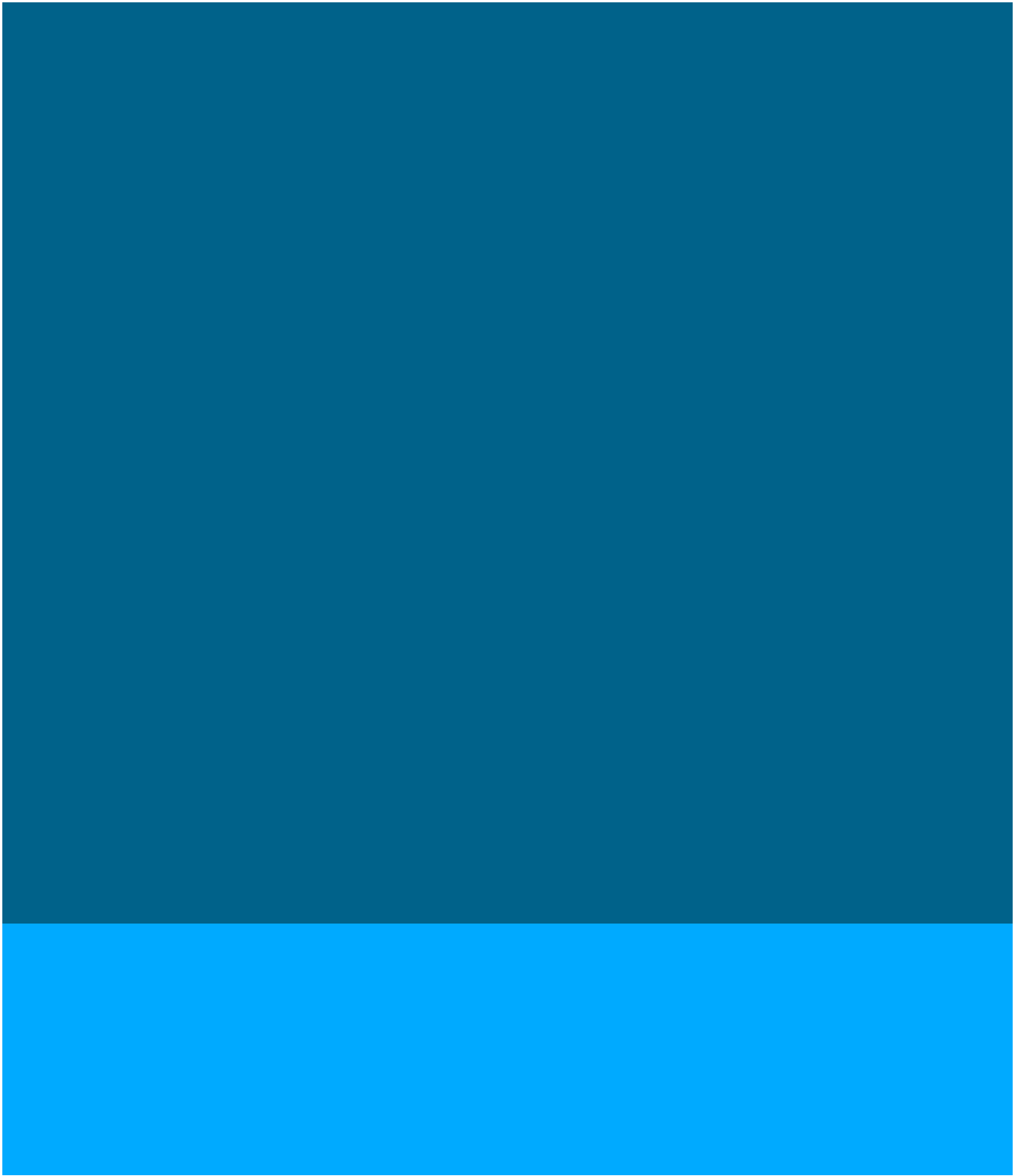
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19.1	Supply and commissioning of CP monitoring system including measuring, recording and submitting the cathodic protection readings along the entire pipeline by repeated adjustments of the settings of the CP TRU units etc as per specifications for achieving full/maximum protection of all the stretches as per the criteria of protection mentioned in the specifications. Measuring the relevant readings at the cathodic protection stations and "pipe to soil potential" readings at all the test lead locations along the pipeline including the CP station parameters like current(AC/DC), voltage(AC/DC), circuit resistance, battery voltage/current etc.,preparing and submitting pipe to soil potential profile, graphs and other data pertaining to the cathodic protection of the pipeline, job complete in all respects as perspecification and instructions of Site Engineer/Engineer-in-Charge, including cost of all labour, instruments and services rendered.	Month	3.00				
20.0	Final Acceptance/Handover						
20.1	Final Commissioning of CP system Final Commissioning of the impressed current cathodic protection system for the mainline for achieving full protection as per protection criteria as mentioned in the specifications through repeated adjustments of the CP units after installation of galvanic anodes for hot spot protection and mitigation of AC/ DC interference, if any and submission of the resultant data to the owner and testing, measuring, recording and submitting all these data once again after the lapse of a period as per specifications / directions of the Site engineer /Engineer-in-Charge, including the cost of all labour tools and materials as required, complete in all respect.	LS	1.00				
21.0	Annual Maintenance Contract for Monitoring & Maintenance of Permanent Cathodic Protection (PCP) System						
21.1	Annual Maintenance Contract for Monitoring & Maintenance of Permanent Cathodic Protection (PCP) System for 1st Year , the Scope shall include MONTHLY TR- UNIT MONITORING MONTHLY ON- PSP MONITORING. HALF YEARLY ON-OFF PSP MONITORING MONTHLY ON PSP IN COMMON ROU MONTHLY MONITORING & MAINTAINENCE OF ANODE BED Rectification & replacement of faulty TRU CARDS , AGB'S , JB'S , cables , CTSU's , Anodes , AC Mitigation Systems , Test Stations (including any other equipment / part) to ensure proper functioning of PCP System	LS	1.00				
21.2	Annual Maintenance Contract for Monitoring & Maintenance of Permanent Cathodic Protection (PCP) System for 2nd Year , the Scope shall include MONTHLY TR- UNIT MONITORING MONTHLY ON- PSP MONITORING. HALF YEARLY ON-OFF PSP MONITORING MONTHLY ON PSP IN COMMON ROU MONTHLY MONITORING & MAINTAINENCE OF ANODE BED Rectification & replacement of faulty TRU CARDS , AGB'S , JB'S , cables , CTSU's , Anodes , AC Mitigation Systems , Test Stations (including any other equipment / part) to ensure proper functioning of PCP System	LS	1.00				



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21.2	Annual Maintenance Contract for Monitoring & Maintenance of Permanent Cathodic Protection (PCP) System for 3rd Year, the Scope shall include MONTHLY TR- UNIT MONITORING MONTHLY ON- PSP MONITORING HALF YEARLY ON-OFF PSP MONITORING MONTHLY ON PSP IN COMMON ROU MONTHLY MONITORING & MAINTAINENCE OF ANODE BED Rectification & replacement of faulty TRU CARDS , AGB'S , JB'S , cables , CTSU's , Anodes , AC Mitigation Systems , Test Stations (including any other equipment / part) to ensure proper functioning of PCP System	LS	1.00				
	TOTALAMOUNT						



Haridwar Natural Gas Private Limited

House No. 129, Behind Matrichaya Medical Centre,
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Uttarakhand, India, 249401

